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BRIGHTON



"ALL THAT WAS LEFT OF IT"

CHAIN PIER

1823–1896



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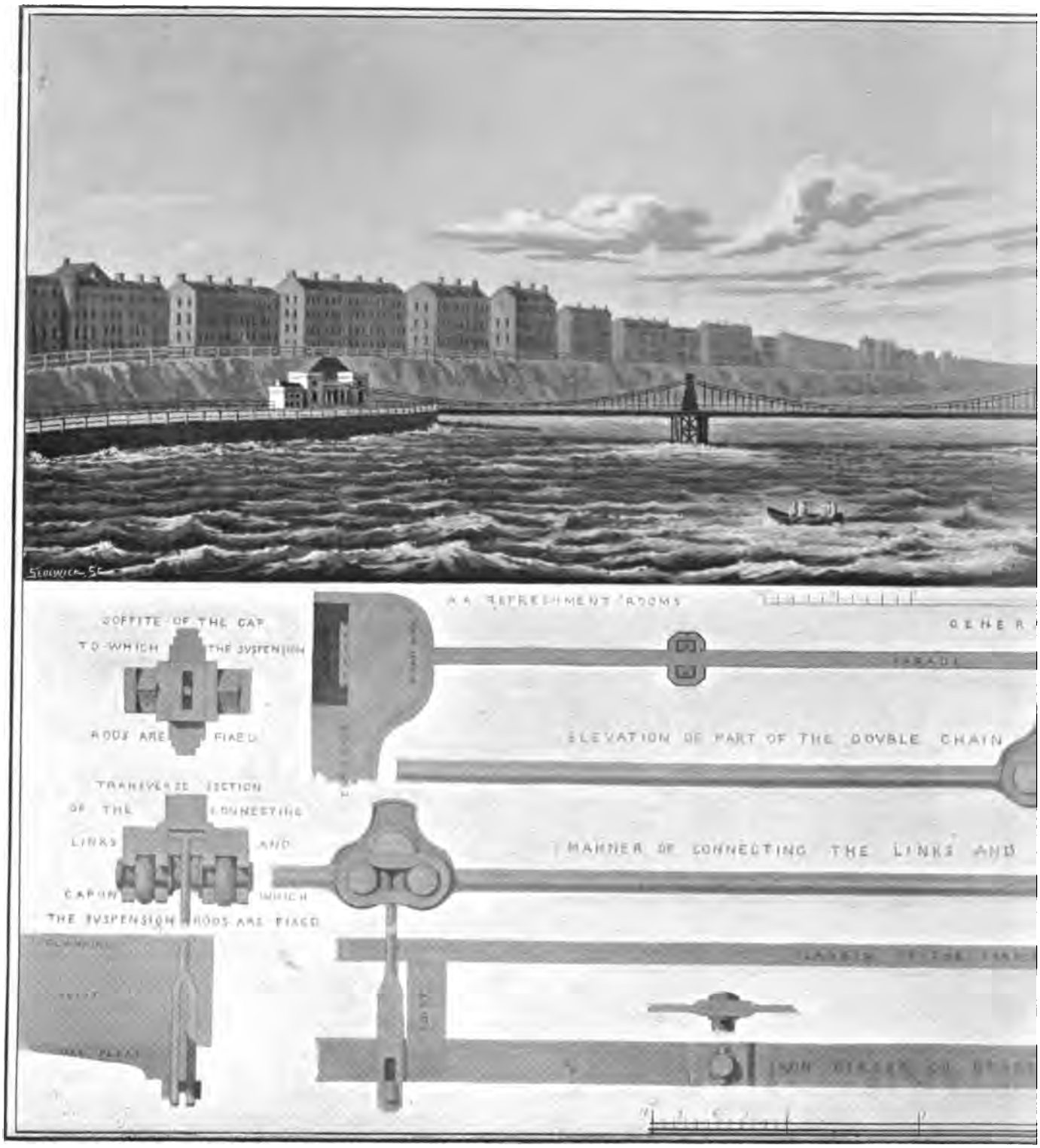
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OF BOSTON



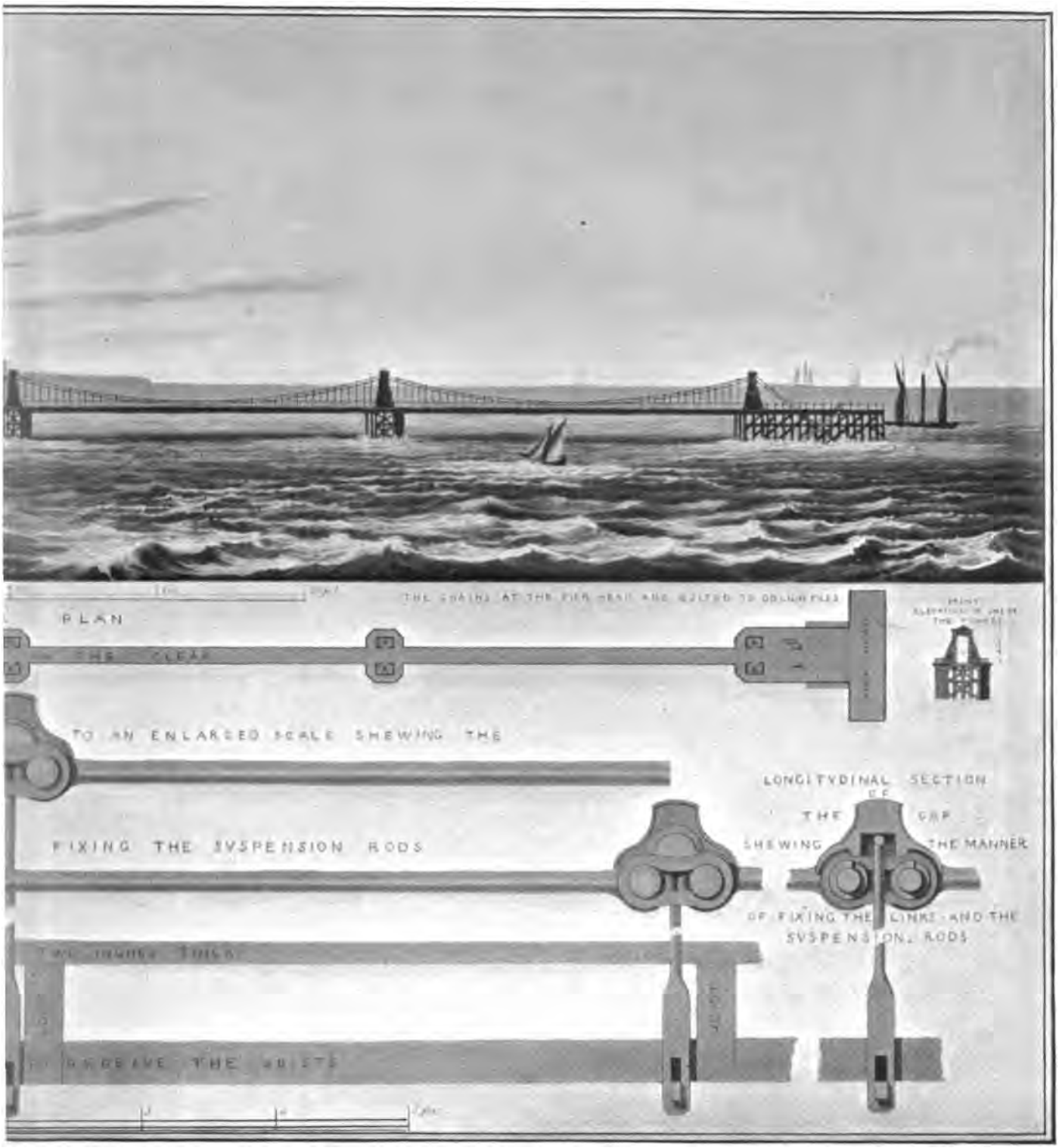
A view taken from Poynings a beautiful little village below the Devils Dyke 7 miles from Brighton



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THE CHAIN PIER AT BR

(Kindly lent by Mr. J.



GHTON—JANUARY, 1825.

(Drawn from actual admeasurement by T. W. CLISBY, Architect, Brighton.)

. Daniels, of Brighton.)

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THE

Brighton Chain Pier:

IN MEMORIAM.

ITS HISTORY FROM 1823 TO 1896,

WITH A

Biographical Notice of Sir Samuel Brown,

ITS DESIGNER AND CONSTRUCTOR,

AND

AN APPENDIX

(LEGAL DOCUMENTS).

BY

JOHN GEORGE BISHOP,

Author of "A Peep into the Past—Brighton in the Olden Time," "The Brighton Pavilion and its Royal Associations," "The Evolution of Early Brighton—1744-61," &c., &c.

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PREFACE.

AT the request of many friends, and in view of the wide-spread interest manifested in all matters associated with the history of the Brighton Chain Pier, the present work has been published, to serve as an enduring (and, as the Author hopes, a not unworthy) memorial of the beautiful structure which has recently passed away. The best has been done with the comparatively scanty materials available for the purpose, and for all sins of omission and commission both friends and readers will kindly take the will for the deed. Special acknowledgments are deservedly due to Mr. John Haines and to Mr. W. J. Smith, J.P., of Brighton, for their valued advice and cordial assistance in connection both with the original and the present edition of "The Chain Pier: in Memoriam"; and also to Messrs. Howlett and Clarke, for affording the privilege of inspection and the taking of copies of deeds in their possession relating to the Manor on which the Chain Pier was erected; and to Mr. G. S. Godfree, their chief clerk. Acknowledgment must likewise be made of the courtesy and kindness of Mr. John Howard, of the Marine Palace and Pier Company, in permitting (at the request of Alderman Hawkes) the inspection and copying of deeds in his possession relating to the Chain Pier. To Mr. John Haines, Mr. W. J. Smith, J.P., Mr. J. H. Daniels, Mr. F. W. Simpson, and other gentlemen, sincere thanks are given for their readiness in lending illustrations for this work from their respective collections.

THE AUTHOR.

Brighton, April, 1897.



Summary of Contents.

	PAGE.
Introduction	1
The "Reason Why" the Chain Pier was built ...	2
Promotion of the Pier taking Practical Shape ...	6
The Construction of the Pier—Change of Site ...	9
Details of the Construction	14
The Opening Ceremonial	18
How the Pier Progressed	19
The Birthday Storm	24
The Pier's Popularity and Progress	25
The First Royal Disembarkation at the Pier... ...	28
An Interesting Reminiscence	30
A Breakwater under Consideration	30
The Storm of 1833—Severe Injury to the Pier ...	32
The Hurricane of 1836—the Pier again Damaged ..	33
Queen Victoria's First Visit to the Pier	35
The Disembarkation of Queen Victoria	37
Boring for an Artesian Well at the Pier-head	40
An Unwelcome Visitor	41
Death of Sir Samuel Brown. New Grant by the Lords of the Manor. A Curious Ceremonial ...	42
The First Brighton and Hove Regatta	43
The Closing Years of the Pier	44
The Chain Pier Company and the Aquarium Company	45
The Aquarium Company and the Corporation ...	46
The Chain Pier Company and the Marine Palace Company	47
A New Grant from the Lords of the Manor	47
The Enfranchisement of the Pier	48
Dissolution of the Chain Pier Company	49
"From Bad to Worse"	50
"Last Scene of All in its Eventful Historie." The "Passing" of the Pier	50

	Page.
"Beneath the Lowest Deep a Lower Deep"	55
"Afterwards"	56
Discovery of the Foundation Pile of the Pier ...	58
Relics of the Chain Pier	60
Some Later Reminiscences of the Pier	61
Biographical Notice of Sir Samuel Brown	65
INDEX	69 to 74

APPENDIX.

	Page.
THE DEED OF COVENANT (May 1st, 1822,) between Captain Samuel Brown, R.N., and others, for Payment of their Subscriptions to the Brighton Pier Undertaking, with the amount of their respective Subscriptions...	i.
The original GRANT BY THE LORDS OF THE MANOR of the Site of the Pier to Captain Samuel Brown (May 15th, 1822), with a Tracing of the original Ground Plan of the Pier and Elevation, &c.	iii.
THE ACT OF PARLIAMENT (July 5th, 1822,) "for erecting and maintaining a Chain Pier and other Works connected therewith, at the Town of *Brighthelmston*, in the County of Sussex"; giving the Names of the original Proprietors of the Company, the Schedule of Tolls, &c. ...	v.
THE MORTGAGE DEED FOR £1,000 (dated June 25th, 1824)	xx.
SECOND GRANT BY THE LORDS OF THE MANOR, after the Death of Sir Samuel Brown	xxi.
THIRD GRANT, after the Death of John Nicholas Payne	xxiii.
THE DEED OF ENFRANCHISEMENT, dated September 21st, 1891	xxiv.

Illustrations.

PAGE.

FRONTISPIECE—A VERY RARE DOUBLE-PAGE ILLUSTRATION of "THE CHAIN PIER AT BRIGHTON," January, 1825.

The Pier in the course of Construction (from an unique water-colour, attributed to Prout) 12

The Pier shortly after Completion (from an unique water-colour, attributed to Prout) 13

The Pier in 1823 (showing Original Entrance) ... 15

The Commemoration Medal, 1824 20

The Great Birthday Storm in 1824 24

The Chain Pier in 1824 25

The Pier, East View, showing the original East-end Entrance, near the New Steine Steps 27

The Promenade at the Pier-head 29

Portrait of Colonel Eld, M.C. 30

The Pier in the Storm of 1833, and Sections of the Damaged Pier, after the Storm of 1833 ... 33

The Pier after the Hurricane of 1836 ... 34

The Disembarkation of Queen Victoria (from the Painting by R. H. Nibbs) 39

The Pier in 1871: after the Formation of the Madeira Road 46

The Pier in June, 1895 48

The Pier "On its Last Legs": the effects of the Storm of October 6th, 1896 49

The Pier after its Destruction by the Storm of December 4th, 1896,—"High Tide" and "Low Tide" 54

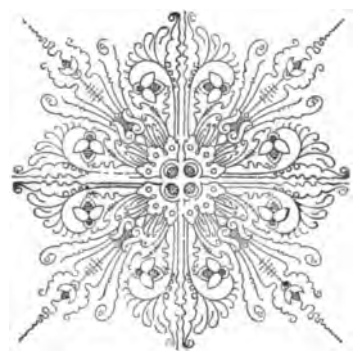
The Toll-House at the Entrance—Closing Notice .. 55

Inscription on Foundation-Pile 59

Fac-Similes of Relics of the Pier 60

Portrait of Mr. Henry Ratty, Toll-taker 61

Tracing of the original Ground Plan and Elevation of the Pier (APPENDIX p. iii.)





The Brighton Chain Pier:

IN MEMORIAM.

THAT unique and beautiful structure—the first of its kind erected—more familiarly known as the Brighton Chain Pier, which for nearly three-quarters of a century had been a favourite subject with artists and a theme for well-deserved admiration both by residents and visitors, in addition to its being a charming resort either for health or pleasure, HAS PASSED AWAY! For some years past, decay, insufficient reparation, and the unceasing wear and tear of wind and wave, had sadly told upon its stability and marred the symmetry of its graceful proportions; but more recently a storm, on October 6th, 1896, accentuated the destructive effects of other disintegrating agencies, rendering the Pier so insecure and dangerous that its removal had become a matter of necessity, in order to avert the possibility of a still greater calamity. But what was intended in the way of removal by human agency has been done far more swiftly and effectually by the violent and disastrous storm, which took place on the night of Friday, December 4th. The last throes of the Chain Pier were of the briefest. In the deep darkness of the dreadful night, and scarcely visible to the human eye, it reeled under the irresistible shock of the waves and sank with appalling suddenness

into the bosom of the ocean, to which for so many years it had under happier circumstances lent an added beauty. The graceful old fabric,

> "Like an insubstantial pageant faded
> Left scarce a rack behind"!

It was cradled and baptised in storms, and in a storm it perished; its only requiem being the howling of the wind and the roaring of the waves! Better so, a thousand times, than to have been demolished piecemeal, to the risk of life and limb, and with the possibility of its worn and decayed fragments being erected in some far-off spot, to be gazed at by curious and unsympathetic eyes! Now the old Chain Pier is gone, the Eastern marine front of Brighton has lost for ever one of its most esteemed, time-honoured, and pleasant associations, one which, under all the varied aspects of Nature, had given an ever-welcomed beauty to the sea-scape. Its locale now presents but a blank expanse of water, and Brightonians and visitors, to whom it was so long familiar, will scarcely reconcile themselves to a loss which involuntarily gives rise to a thousand pleasant memories and associations, though mingled with unavailing regrets.

The "Reason Why" the Chain Pier was Built.

In the earlier part of the century there had arisen an almost irresistible desire in the town for the formation of a pier or jetty of some description, more especially with the view to afford accommodation for the ever-increasing passenger traffic which had grown up between England and France; for Brighton, by reason of its popularity as a fashionable marine resort, had become more and more a favourite point for embarkation and

debarkation. About 1820-21 some immediate and really practical provision of this kind was felt to be an absolute necessity if the town was to retain its enviable position in that respect. Nearly as many as 50 coaches were then running daily between Brighton and London. The population increased enormously. Between 1811 and 1821 it had more than doubled,—namely, from 12,012 to 24,429. And it continued to increase beyond all precedent; in the next decade, 1821 to 1831, the population nearly doubled, namely, from 24,429 to 40,634. As a matter of course, there was a corresponding increase in the Continental traffic. Some dozen or more sailing packets were on the station, and the only means available for passengers to go to and from these vessels was by comparatively small rowing boats, locally known as "punts," which also did duty as "tugs," in dragging (by means of ropes) horses, carriages, and luggage, on rafts or otherwise. This means of conveyance,—primitive, inconvenient, and hazardous, as it must have been,—was a little gold mine to the 'long-shore aborigines of the period, and the almost universal feeling among them was, whenever a Pier was talked of, "*They didn't want no Pier, they didn't!*" The chief points of embarkation and debarkation were immediately to the west of the old Ship-street groyne—long since buried beneath the shingle—and between Ship-street and Middle-street, and sometimes, when the tide served, from the groyne itself. This was notably the case in 1818, when poor Lady Mountjoy, a sad invalid, embarked thence for France. She was brought from London in her own carriage, which was driven down the gap on to the Beach, and then out into the sea as far as possible, by the side of the groyne, off which she was taken on a mattress on board of the boat. The poor lady, it is sad to relate, was in the next few weeks

brought back a corpse. The "situation," and the undesirability of continuing the then existing state of things, became more and more intensified by reason of the scant provision for vehicular traffic along the Front; and one cannot wonder that men of "light and leading" in the town,—indeed, all interested in its welfare,—were seriously exercised in their minds how best to provide the one thing needful—a Pier. It was felt that, if much longer neglected, a crisis must necessarily arise, and matters would come to an absolute dead-lock. The Continental passenger traffic, it should be known, was not alone in absorbing the foreshore of the limited sea front. At times coal brigs and merchant vessels—the then most facile and important means of conveyance to a sea-side town—ran ashore between the Old Ship and the Gun (Harrison's) Hotels to discharge their cargoes, and when at such times carts and waggons laden and unladen passed to and from the Beach and up the gaps to the road, they seriously increased and impeded the ordinary vehicular traffic. What the "congestion" was at times would be almost inconceivable to the modern Brightonian. Some idea of it may be formed when it is stated that the Brighton "Front" in 1821 was for vehicular traffic almost absolutely restricted to the short and narrow strip of road lying between the bottom of Ship-street and the spot where Markwell's Royal Hotel now stands,—just TWO HUNDRED YARDS! Even this space was curtailed by the capstan that stood in the road in front of the Star and Garter Hotel, and by a piece of partly-enclosed waste (originally, we suppose, the gun-garden), in front of the Gun (now Harrison's) Hotel. No road then ran southward of Markwell's, and there was little more than a footpath available for persons to pass along the Front from Ship-street to Middle-

street, and a footpath only from Middle-street to West-street. No lower road from Brighton to Shoreham existed. In 1821 there was a Town Meeting, to promote the making a lower road to Shoreham,—and also a railway, so as to get rid of the unloading of coal in front of the town. The railway project fell through altogether; but the road to Shoreham was opened in 1823 with some ceremonial and rejoicing. The chief central outlets in 1821 for vehicles from the Front, all of them more or less narrow, were by Ship-street, Black Lion-street, Little East-street, and East-street, this last turning into North-street only, as Castle-square had then no Eastern outlet except for pedestrians. It was, therefore, absolutely imperative at the time—no Railway to Brighton being then in existence—that the utmost convenience should be secured to enable the colliers and merchantmen at whatever point they ran in—either along the front, or in the Pool-valley, or off the Middle-street or West-street gaps,—to discharge their cargoes with as little obstruction as possible, or the prices of coals and provisions would have been materially affected. It is related in *Erredge* that, in the week prior to Christmas, 1812, such was the scarcity of coal, by reason of adverse winds preventing the arrival of shipping on to the Beach, that coal merchants were indifferent to part with their coal, even at £5 per chaldron (about equal to the present ton); one firm in North-street would not sell even a half-bushel of coal without the purchaser at the same time bought sixpennyworth of uncleft wood! The want of provisions and other necessaries at such times was also felt, and those who could afford to do so not unfrequently availed themselves of the coaches, to the proprietors or guards of which this must have been good business: 1s. 6d. was the ordinary charge for bringing down from London 1 lb. of tea, the present retail

price of the commodity itself! Hence the construction of a Pier to afford facilities for the Continental passenger traffic and to divert it as much as possible from the central foreshore of the town, forced itself into special and paramount importance, though many internal town improvements were almost equally pressing. The latter were, however, subsequently dealt with by the Town Act of 1825, — an Act which cost nearly £3,000, but which, though much opposed by sundry short-sighted economists, was in its far-reaching results of the utmost advantage to the town, and entitled the promoters to the everlasting gratitude of later generations of Brightonians.

Promotion of the Pier taking Practical Shape.

The first definite steps towards promoting the erection of the Chain Pier were taken at the close of the year 1821, when a Prospectus was issued, stating it was proposed "that a Company should be constituted and incorporated, under the denomination of the Brighton Pier Company; and that the sum of £27,000, forming the joint stock of the Company, be raised by subscriptions of £100 each." The situation originally fixed upon for the erection of the proposed Pier was opposite what was then known as the East Parade (the east side of the Old Steine); in fact, the site now occupied by the instalment of the projected Marine Palace and Pier.* The ground on which the Pier was to be erected was given by Mr. Thomas Read Kemp and Mr. Charles Scrase Dickins,

* The adoption of this site was doubtless due to the fact that, in 1820, Captain Frederick Jennings Thomas, R.N., had chosen it when he projected "A Plan for a Pier at Brighton, to be sheltered by a Breakwater." Judging by Cordwell's drawing of it in the Supplementary Museum, Royal Pavilion, it did not hold out much promise of either permanence or utility.

who most liberally relinquished all their Manorial rights, so that it might not be necessary to apply for an Act of Parliament for authority to levy and collect a toll or "pontage" in the Pier, because the Beach was "free for landing and embarking in boats as heretofore, and it becomes perfectly voluntary or optional to enter upon and pay for the accommodation of the Pier." But in the following year, after it had been decided to construct the Pier, it was deemed expedient to apply for an Act of Parliament, as one condition of the original Grant of the Lords of the Manor giving up their rights over the site of the Pier was contingent on an "Act of Parliament for carrying into effect the said undertaking" being passed before September 1st, 1823.* Messrs. Attree and Cooper, solicitors, accordingly issued a notice (April, 1822), that application for an Act of Parliament would be made during the present Session, for building, erecting, and maintaining a Suspension Pier, and certain other works connected therewith. The Act was passed July 5th, 1822.

The original Prospectus stated that the yearly revenue anticipated from the Pier was £8,000; of which £2,500 was to be derived from a payment of 2s. per head for 25,000 passengers to and from France (per steam vessels), and £3,650 as the produce from the Pier as a promenade at £10 a day. (Estimates, alas! never destined to be realised.) The establishment charges were put at £922; thus making the net produce yearly £7,078, or 25 per cent. on amount of capital. By way of affording certificates of Captain Brown's ability to construct the new Pier, and to inspire public confidence in the undertaking, the Prospectus contained two reports from the Directors

* For details of this interesting Grant, with the tracing of the original ground plan of the Pier, its elevation, &c., and also the Act of Parliament subsequently passed, see the APPENDIX to this Work.

of the Trinity Pier Company, at Leith (dated respectively September and December, 1821), stating that their Pier, which had been erected there by Captain Brown, "had undergone a more severe trial or proof than was specified in the agreement with Captain Brown; and that the said Pier is in all respects perfect, and in good order."

So far, so good. On February 26th, 1822, an adjourned town meeting was held at the Old Ship Hotel, under the presidency of Mr. Thomas Read Kemp, and the following resolutions were unanimously passed:—

That the Report now submitted by the Committee originally nominated to confer with Captain Brown on the subject of the Chain Pier is highly satisfactory, and that it is the opinion of this Meeting that the erection of a Chain Pier, extending in a line from the East Parade of the Steine, will greatly increase the attractions of Brighton as a place of fashionable resort, and multiply its local advantages as a point of transit to the coast of France.

That, in carrying this desirable measure into effect, Captain Brown deserves the thanks, and is entitled to the cordial support, of every friend to the prosperity of Brighton.

That the Town of Brighton here assembled pledges itself to afford Captain Brown every facility in its power for the accomplishment of this important object.

That Captain Brown be requested to convene the friends and supporters of this object to devise what may appear to him and them the most eligible means of effecting it.

That previous to the commencement of the erection of the intended *Chain Pier*, Captain Brown and the projectors of the undertaking do make a Gap or Roadway near the bottom of Manchester street for public use, and remove the capsterns to a suitable place for the use of vessels landing their cargoes at the East part of the town, in order to obviate as much as possible the obstructions to commerce which the said intended Chain Pier is likely to produce.

That the moorings, steam engine, chains, and machines proposed to be placed by Captain Brown and the projectors of the intended Chain Pier for the purpose of getting off clear of the said Pier all vessels landing their cargoes on this Beach be carried into effect, so that the protection shall be afforded as soon as the danger is incurred.

That the thanks of this Meeting are most cordially given to T. R. Kemp, Esq., for his impartial conduct in the Chair and for his liberal support.

The Construction of the Pier—Change of Site.

A month or two later the formation of the Company took practical shape. A Deed of Covenant was drawn, in which Captain Samuel Brown and other gentlemen undertook to raise by subscription, in shares of £100 each, the sum of £27,000 towards the erection of the Pier, and at the date of the Deed, May 1st, 1822, as much as £22,000 had been subscribed. This afforded substantial evidence of the popularity of the project. The three first subscribers named on the Deed are the Duke of Wellington, the Earl of Egremont, and Captain Charles Malcolm (for Sir John Malcolm); these and Sir Edward Codrington and Mr. Joseph Hume, M.P., each subscribed £300. Mr. William Slade and Mr. John Miles are each down for £1,000; and Captain Brown (as showing his confidence in the undertaking) was responsible for members of his family to the amount of £17,200.* It was subsequently announced that the remaining shares were nearly all taken up, and the works would shortly be commenced. A Breakwater—which would have formed a most desirable adjunct to the Pier—was originally included in the Prospectus; but for some reason, probably the cost, which was put down at £3,000, it was abandoned. In July it was notified that the contract for the erection of the Pier was taken by Mr. Macintosh, who agreed to complete it by November, and that Mr. Clegram was appointed the Superintending Engineer. On September 18th, Messrs. Ranger and Son, contractors, began the building of the sea wall and road "leading" to the Chain

*. For a copy of this Deed, together with the list of the original Subscribers, and the amount of their respective Subscriptions, see APPENDIX.

Pier. This indicated that the Pier was to be constructed (in accordance with the wording of the Act of Parliament) in the position it subsequently occupied, instead of being, as in the original Prospectus, off the East side of the Steine. The reason for this change of site was, it may be conjectured, to allay the misgivings, which naturally arose, as to how colliers and other vessels coming from the Eastward and desiring to run in to or to leave the foreshore of the town would be able to do so if the Pier were erected in such close proximity to them. The removal further East was, undoubtedly, under the conditions which then existed, a wise one; and, as it happened, a practical exemplication of it was shortly afforded by the storm of December 4th, 1822 (singular to relate, a storm destroyed the Chain Pier on *December 4th, 1896!*) when a coal brig, after discharging her cargo in Pool Valley, at the back of the newly-built York Hotel, put off, and only with the utmost difficulty, owing to the boisterous weather, got out to sea. It was added, "had the Chain Pier been erected, it would have been impossible for her to have cleared it." Conferences with Captain Brown appear to have taken place as to the best way to prevent accidents of this kind, and it was ultimately decided to anchor large buoys, "dolphins," as they were called, at certain distances apart, by the West side of and off the head of the Pier works. One of these buoys went, shortly after being placed *in situ*, on an enforced voyage to Shoreham! Captain Brown, being an engineer of most masterful resources, soon stopped all further fears in this direction by constructing a monster circular buoy at Shoreham, which was eventually moored off the Pier-head by a massive iron chain of a ton and a half weight.

The sea wall and groyne, to protect the new road which was to be formed to lead to the Pier, were pushed on with great rapidity; and also the initial instalment of the formation of the Pier itself, the first cluster of the standard piles being completed on December 20th. But the elements were extremely unpropitious; storms had almost continuously prevailed during the preceding two or three months. It may be truly said that the Pier and its adjuncts had an early baptism of "wind and wave" under the sponsorship of old Boreas and Father Neptune, whose turbulence afterwards was continuous and most unwelcome. The effects were more than once very serious, and must have entailed considerable loss either upon the Company or the contractors. Thus, on Sunday, October 13th, 1822, the coast was visited by a severe gale, with a tremendous sea which swept the stages and engines which were erected for driving the standard piles for the Pier. The wreckage was driven across two of the principal piles, which, though they for some time resisted the shock of the floating mass, at last broke short off at the surface. On another occasion, not long after this, some forty feet of the enclosing wall leading to the Pier was washed away; and then again, early in December the east end, or horse-shoe portion, of the same wall was much damaged by the running in of a heavy sea. In fact, not only in 1822, but during 1823, down to October of the latter year, gales, with high tides and severe storms, occurred at frequently-recurring intervals, interfering sadly at times with the progress of the work, and at others doing material and serious damage. But, in defiance of the opposing elements, the work was assiduously and perseveringly pushed on; and, as the building operations throughout were of the most interesting character, there were not unfrequently numerous spectators. Many

visitors, too, intruded upon the works for closer inspection, and these latter becoming later on more numerous than welcome, it was deemed necessary to restrict them, and tickets, at 6d. each, were issued, which gave privilege of entry for the day. Early in January, 1823, the first cluster of piles being completed, a "cradle" was suspended from the cliff to it, so as to enable the men to pass more expeditiously to and from their work. *(See plate annexed.)* This "cradle" was subsequently superseded by a temporary suspension bridge, and such bridges were continued to each cluster of piles as soon as completed. By the end of March the "shears" for driving the fourth and last cluster of piles was planted; in April the chains for the support of the Pier were prepared and put together; and by May, so much had the work been pushed on, that the Esplanade road leading to the Pier was completed. The Pier itself was by this time so far finished that a lamp was burnt nightly at the Pier-head as a caution to ships and boats, and a bell was rung during foggy weather. By the middle of July all the chains of the Pier (save one) were suspended; and in August, a writer says of it, "The Pier, as you look at it from the opposite cliffs, through the standards, chains, and suspension rods, has a beautiful and vista-like appearance." By the end of August the flooring was completed, and the necessary and ornamental works were proceeding with rapidity; and by the middle of September the Pier was so far finished that it was visited by numbers, and unqualified approbation was expressed at the handsomeness of the structure and at the stupendous and marvellous character of the undertaking. How nearly the grand work was then approaching completion may be inferred from the fact that, on September 26th, it was announced that a "sale of the waste materials" would take place at the



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THE CHAIN PIER IN THE COURSE OF CONSTRUCTION.

(From a Water-Colour Drawing, attributed to Prout, kindly lent by Mr. F. W. SIMPSON, Art Dealer, Brighton.)



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THE CHAIN PIER SHORTLY AFTER COMPLETION.

(From a Water-Colour Drawing, attributed to Prout, kindly lent by Mr. F. W. SIMPSON, Art Dealer, Brighton.)

Chain Pier. The grand opening was then said to be fixed for the 15th October. In the interval, it so happened that the beautiful fabric was put to a very severe test by heavy gales which took place in the last week of September and on Wednesday, October 1st. In the latter, the "dolphins" (buoys), with their moorings at the head and by the side of the Pier were considerably disturbed and damaged; but not a brace or a pile of the Pier was shaken, nor could the force of the sea, which dashed with the utmost violence against the Pier-head, be felt upon the deck. Of the stability of the structure itself not a doubt could thenceforth be entertained. Such was the verdict; and the pleasure and satisfaction which the skilful engineer must have felt that his grand work—completed in such a marvellously brief time as less than a year—should have passed through thus early such severe ordeals unshaken and unscathed, must have been indescribable. (The *plate annexed* shows the Pier shortly after completion.) Despite the hazardous character of the undertaking, the accidents were of the fewest—only four being recorded. One poor fellow was fatally injured by falling from a temporary suspension bridge; another had a similar accident, and though losing consciousness for some hours, he eventually recovered; a third was struck by the "monkey," but the extent of his injury is unrecorded; and a fourth lost his arm by the falling of a chain. It may be added, to Captain Brown's honour, that as soon as he heard of this last accident he generously declared his intention of making a provision for the unhappy sufferer for life.

Details of the Construction.

At this point it may not be uninteresting to give some details of the construction of the Pier, as afforded by Bruce's *Brighton* (1831), which appears to be the most accurate of contemporary descriptions:—"The entrance is by a beautiful esplanade, 1,250ft. in length, and 33ft. in breadth. The Pier runs out into the sea upwards of 350 yards. The foundation consists of four clumps of piles, driven 10ft. into the solid rock, and rising 14ft. above high-water mark. The three first clumps consist of 70 piles each; the fourth, which is in the form of a T, has 150 perpendicular and diagonal piles, strongly bound by framings and wale pieces in various places. At the top of this fourth clump is a platform 80ft. long, paved with 200 tons of Purbeck stone; and beneath are galleries and flights of steps for the convenience of embarkation and debarkation. The groups of piles are 250ft. apart, and over each rises a pyramidical tower of cast iron, 25ft. high, formed by two side towers united to an arch at the top. Over the top of each tower pass the main suspension chains, which issue from the body of the cliff (the Marine Parade), into which they are carried 54ft., and are fastened to an iron plate weighing nearly three tons, and, thus secured, the excavations are filled up with stone and brick work. These chains, after passing over the towers to the outer extremity of the Pier, diverge from the last tower in an angle of about 87 degrees, and are at the ends embedded in the solid rock; where they are properly secured by bolts and keys, with the additional security of the whole weight of the platform before mentioned. Of these chains there are four on each side, composed of 170 links, each link being 10ft. long, 6¼in. in circumference, and weighing 1 cwt. The Pier is



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THE CHAIN PIER IN 1823 (showing the original Entrance).

(Kindly lent by Mr. J. H. DANIELS, of Brighton.)

1,134ft. long, 13ft. wide, with a neat cast iron railing on each side, supported by curlines or cross-timbers resting on two bars of iron, which extend the whole length of the Pier, and are upheld by suspension rods, which are of different lengths, and are 362 in number."

It may be added that the wood used for the piles was Norway fir, which was thickly pitched; the piles were pointed with metal for the better penetration of the rock into which they were driven, and for some distance upward to the water-mark they were studded with brass nails, to prevent the adhesion of barnacles *(concha antifera)*, by their being poisoned by the verdigris. The pile drivers, when the Pier was being constructed, were not paid by the day, but received 25s. per pile.

The *plate annexed* shows the original entrance to the Pier at the period of the opening, together with the water-wheel (a tread-mill, by means of which a donkey raised water for the watering of the streets of the town), which was erected in the same year.

The Opening Ceremonial.

It had been originally arranged for the grand opening of the Pier to take place on the 15th October, and it was hoped that the ceremony would be performed, if not by His Majesty George IV., either by the Duke of Clarence or by the Duke of York. The delay of the opening until the 25th November—the day on which the Company first took over the Pier from Captain Brown—was doubtless owing to negotiations being carried on to secure, if possible, a Royal opening. The gallant Captain was deputed by the Directors, on the 14th November, to wait upon the Duke of Clarence; but all that could be ascertained was that, from previous engagements, neither the Duke of Clarence nor the Duke of York was able to

be present. The Directors, therefore, did their best, despite their disappointment at not having a Royal opening, to make the ceremony as attractive as possible; and the assemblage of notable and distinguished personages was in every way worthy of the occasion. From nine to one o'clock on the Tuesday morning tickets of admission to the Esplanade and Pier were issued from the Pier office to all applicants. Soon after one o'clock a procession started from the Old Ship Hotel in the following order:—

Town Beadles.
Military Band of Music.
High Constable, Mr. William Blaber.
Headboroughs, two and two, with Staffs of Office.
Standard of England.
Town Commissioners, two and two, with badges and scarves.
Town Beadles.

About two o'clock the procession reached the outer head of the Pier, where a temporary room had been constructed and a *déjeûner* provided. About 250 persons of "rank and respectability," says a chronicler, sat down to the entertainment, which was of the most superb description, the tables being tastefully decorated; the caterers were Mr. Phillips, of the Old Steine, and Mr. S. J. Hodd, of "The White Horse Hotel." Captain S. Brown, R.N., the scientific projector and builder of the Pier, presided, and Mr. Thomas West, of the Brighton Union Bank, officiated as vice-President. Among the guests were Count de Suza, the Portuguese Ambassador, Count Funchal, Earls Cowper and Besborough, Viscount Molesworth, Lords Duncannon, Holland, Radstock, Cremorne, and Ellenborough, the Bishop of Dromore, the Dean of Salisbury, the Hon. Mr. Trevor, Sir E. Stanhope, Sir J. Paul, Sir R. Wilmot, Sir Samuel Falkiner, Sir Matthew Tierney, Sir R. Borough, Sir W. Cunningham, Sir W.

Gomm, Mr. J. Smith, M.P., several of the Officers of the 7th Hussars, Royal Fusiliers, and the 58th Regiment, Dr. Yates, Dr. Gibney, Dr. Blair, Mr. J. M. Cripps, Mr. R. Parker, and many of the principal visitors to the town and residents. The post-prandial proceedings were of the most pleasant character: "The Health of our beloved Sovereign" was first given, and received with much enthusiasm. This was followed by "The Duke of York and the Army," "The Duke of Clarence and the Navy," "The Royal Family," "Prosperity to the Town of Brighton, "The Lord Lieutenant of the County," "The County Members," "The Magistrates," "The Town Commissioners," and other appropriate toasts, all of which were warmly received. A song, composed for the occasion by Mr. Heathcote, of the Theatre, was sung by Mr. Colpoys, and greatly applauded. "The Health of Captain Brown" was proposed in the most flattering terms by Mr. Thomas Read Kemp, M.P. The gallant Captain, in acknowledging the honour, said, "Gentlemen, I am sensible that it is incumbent on me to say a few words on this gratifying and interesting occasion, and I shall therefore have to rely much on your liberality while I am speaking on a subject in which I am so particularly interested. I commenced my operations about this time last year, and had to encounter many difficulties during the winter; but these obstacles afford the best proof of the strength and stability of the Pier, now that it is completed, and the crowds of spectators assembled on this occasion must have put it to a much more severe test than it can ever be subject to." After thanking the company for the honour done him, Captain Brown proposed "The Health of the Noblemen and Gentlemen present," to which the Earl of Aberdeen responded.

The opening ceremonial took place at half-past four. The Directors of the Pier Company, with their Secretary, Mr. Slade, assembled on the Pier-head, when the latter made proclamation that "the Pier was Open, according to Act of Parliament." * The Directors, with many of the Company, then proceeded down the Pier and along the Esplanade to the entrance gates, when the Proclamation was again made by the Town Crier that "the Pier was open." Mr. W. S. Forth, Master of the Ceremonies of Brighton, paid the first toll (2d.) for passing through the gates. The ceremonial concluded about six o'clock. So much interest was felt in the event that it was calculated that at about two o'clock there were assembled on the Marine-parade as many as 25,000 persons, and that there were besides nearly 5,000 persons on the Pier and Esplanade. The town, in fact, from nine in the morning until ten at night was "a scene of animation." There was a grand display of fireworks on the Pier in the evening, under the skilful direction of Mr. Jones. To give still further *éclat* to the memorable day, and to afford a brilliant close to the various festivities, Captain Brown gave at his residence a grand Ball and supper to his immediate friends, nearly 100 being present. The floor of the ball-room furnished a pleasurable surprise to the guests, for on it was an accurate representation of the Chain Pier, beautifully designed and executed in chalk by Mr. Edward Fox, artist, of Ship-street (father of Mr. E. Fox, photographer), which was greatly admired. The entertainment was in every way a success. The supper room, when opened, says a graphic chronicler, "presented

* It may be stated that, for some two or three weeks previous to the formal opening and the transference of the Pier to the Company, some thousands of persons had been allowed to go on it on payment of *sixpence*.

a sight as magnificent to the eye as inviting to the palate. * * The *coup d'œil* when the company, the greater part of whom were ladies, elegantly attired, and including some of the loveliest women in creation, were seated, was enchanting, and the *tout ensemble*, to the varied survey, imposing and grand." Altogether the day was one to be remembered.

How the Pier Progressed.

The Eastern front of the town had thenceforth added to it a beautiful and unique structure, which afforded not only a charming promenade for visitors and residents, but one of special utility in other directions. It is gratifying to record that, in February, 1824, a proposal was mooted to present Captain Brown with a piece of plate on the part of the Commissioners, the inhabitants, and visitors to the town, in recognition of his wonderful work. A considerable amount was subscribed, and later in the year a massive and exceedingly handsome silver vase was presented to him. The vase was surmounted by a figure of Britannia, and the belt round the cover contained the following inscription:—

PRESENTED TO CAPTAIN SAMUEL BROWN, R.N.,

By the Commissioners, Inhabitants, and Visitors of Brighton, in testimony of their esteem for his public spirit and talent displayed in the Construction of the Chain Pier.

1824.

The vase was encircled by chain cables (resembling those invented and introduced into the Naval service by Captain Brown in 1810). The handles of the vase represented two improved anchors, adapted expressly for the use of the chain cables. Round the body of

the vase was a perspective view of the Pier in the finest workmanship; the vase itself being supported by three dolphins (the Brighton arms). The "contents" of the vase were three Imperial gallons; its weight was 360 ounces; and its value £350.

A medal was also struck in February, "To commemorate the Erection of the Brighton Royal Chain Pier." On the obverse was a portrait of His Most Gracious Majesty, George IV., and on the reverse a view of the Royal Chain Pier. This was engraved by Benjamin Wyon, and was sold, in bronze at 10s., and in silver at £1 11s. 6d. *(See plate annexed).*

There is one other matter that may be mentioned in passing, which occasioned some regret, and that was the absence of Royalty at the opening. The fact was, the King was unwell, and he had also given way to habits of seclusion,—he only appeared thrice in public, when at Windsor and London, in 1823—and it is just possible that the Duke of York and the Duke of Clarence declined to officiate at the opening ceremonial from fear of giving offence to His Majesty. The King came to Brighton early in December, and stayed till the middle of February. There is no record that His Majesty whilst here went upon the Pier; but, as showing his interest in it, he was, previously to leaving Brighton for Windsor, driven in his travelling carriage up the Marine Parade to view the beautiful structure, and thence, without alighting, set out on his journey.

It should be stated that, when the King came to Brighton in December, 1823, just after the Chain Pier was opened, the structure was happily and ingeniously utilized to testify the joy of the inhabitants at His Majesty's arrival, namely, by illuminating it. The preparations occupied nearly three days, and some 16,000



OBVERSE.



REVERSE.

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THE COMMEMORATION MEDAL—1824.

(Kindly lent by Miss GURR, of Chain Pier Cottage).

variegated lamps were used. The plan was tastefully conceived, and, despite the enormous difficulty of simultaneously lighting such a number of lamps, the spectacle was said to have been magnificent. The words, "The House of Brunswick" on the East side, and "God Save the King" on the West side, were each formed by vari-coloured lamps; at the South entrance there was a Crown with the initials "G.R.," and at the Esplanade entrance there was a grand transparency of His Majesty. In addition to the illuminations, there were fireworks in profusion; and altogether the inhabitants had the felicity of experiencing a "new sensation." As the evening was favourable, all the town was out of doors, and everything passed off delightfully.

As showing the popularity of the Pier at this period among the leading townsmen, it may be mentioned that on the notes issued on the 1st September, 1823, by Messrs. Tamplin, Creasy, Gregory, and Co., of the Sussex County Bank, who carried on business at the south-eastern corner of Castle Square, there was a view of the Chain Pier engraved under the name of the Bank at the head of the note.

There is little record as to what extent the Pier in its early days was used as a fashionable promenade. It was opened in an uncongenial season, and the following winter was most severe. Even late in April and at the beginning of May there was a chilling atmosphere with frosty nights; rain, hail, snow, sleet, and sunshine alternated. Yet we are told that the Chain Pier had its gay "intervals," though the "fashionable musters on the public rides and walks were thinned." The prospects of the Pier as regards promenaders do not seem to have been discouraging, nor as regards passenger traffic to France. In addition to one of the old sailing packets,

the steam packet, "Rapid," began to run from the Pier in May, sailing three times a week; and business so improved that the "Union" steam packet was also put on the station in July. The steam-packets at this period occupied nine or ten hours in going to Dieppe or returning thence. The time occupied by the sailing-packets was an unknown quantity, this being solely dependent on the weather. Eventually the latter were entirely superseded on the station by the steam-packets; among the last to retire being the "Nautilus," commanded by Captain Wingfield. The Captain was a fine old fellow: but, never ceasing to lament his altered fortunes, he was familiarly known "on the bank" where the fishermen congregated as "Hard Times." He ended his days as a stall-keeper in the Market. Steam-packets to long-shore men were an abomination; their novel construction obtained for them the opprobrious epithet of "Bass's soap-boxes"; and when the "Quentin Durward" was on the station, she was known in 'long-shore vernacular as "Squint to the *looard*" (leeward).

But this by the way. With the new steam-packets the Continental passenger traffic grew apace;—on one occasion in June 60 passengers, with five carriages, debarked from the "Rapid." It was customary with this vessel to fire a cannon to announce her arrival, and a never-failing "interesting crowd" assembled to witness the debarkation. In the summer, too, the fashionable promenaders were numerous. On two Sundays in July as many as 3,000 went on the Pier. Poor old Ratty!—the somewhat deaf toll-taker, who commenced his duties with the opening of the Pier and continued them almost to his death in 1858,—what a rehearsal for him of his everlasting utterance, in reply to any question put to him, "Tuppence, please"! There was another "record"

on the 3rd Sunday in August, 1824, when, in spite of the rain during the day, the tolls amounted to £8 14s., the visitors, therefore, were nearly 1,500. On the following day there was a meeting at the Brighton Union Bank on the subject of the Pier, and among those present was Mr. Joseph Hume, M.P. (the creator of the now discarded fourpenny-bit—"Joey"). It was arranged that the shareholders were to receive *seven and a half per cent.* dividends for the year. Surely, the shareholders of the undertaking must have thought they had "struck ile!" But it is questionable if ever so high a dividend was afterwards paid, or indeed whether it ought to have been paid then; for on the 25th June, 1824, the Company raised £1,000 on mortgage, from Messrs. Hall, West, and Borrer, of the Union Bank. This money may possibly have been raised for some special outlay in connection with the Pier; but for what it was required is not mentioned in the deed. The mortgage was paid off in October, 1828.* The Company, it was evident, did their utmost to attract visitors. There was a floating bath provided at the Pier-head for those desiring to use it. Some of the shops in the Towers were let for the sale of refreshments, knick-knacks, Tunbridge ware, &c. A special feature, however, was the opening of the "reading-room," or Saloon, at the base of the Cliff; where Mr. Snelling's Bazaar now is. It was fitted up in a very attractive style and managed by Mr. and Mrs. Sawyer. There was provided an excellent Library; an abundance of reading was on the tables; and several telescopes were available. Meteorological results and prognostications were also daily posted for inspection. Affording a pleasant lounge and meeting-place, the Bazaar became

* For copy of this deed, see APPENDIX.

exceedingly popular and *tonish*; even in the off season, when promenading was less indulged in, it was always more or less well-attended by distinguished visitors. And it deserved to be! Were there not, for the delectation of those present, two Tyroleans on one occasion engaged to perform on instruments called "German guitars"?

The Birthday Storm.

Before the close of the year, on November 24th, just twelve months from the date of the opening of the Pier, there arose at day-break one of the most violent storms that ever occurred on this coast, and it was all the more so owing to its being at the period of the highest spring tides. At high water the storm was at its worst. Dr. Mantell, the eminent geologist, who was then in Brighton, says that at one time the water rolled over the Towers of the Chain Pier, and dashed with violence on the Steine, and many large masses of cliff were thrown down. Torrents of water poured across the carriage road of the Pier esplanade, casting their spray upon the high road above and even over the roofs of the whole row of houses on the Marine-parade. The wind blew directly ashore on the flood, the rain at the same time descended in torrents, and the scene that the Beach presented seemed to verify all that the most romantic could form of sea-side horrors. (The *plate annexed* gives a vivid portraiture of this awful storm.) One apprehension pervaded every breast—all felt anxiety for the safety of the Chain Pier. But amid the war of elements, the Pier—thanks to its skilful construction—stood like a rock amidst the waters. One of the "dolphins" on the west side of the Pier soon became a prey to the waves. Meanwhile the waves beat with resistless force over the Pier, but not one well-knit



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THE GREAT "BIRTHDAY" STORM, NOVEMBER 24th, 1824.

(Kindly lent by Mr. JOHN HAINES, of Brighton.)



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AN EARLY DRAWING OF THE CHAIN PIER.—1824.

(Kindly lent by Mr. JOHN HAINES, of Brighton).

member of its iron-bound framing was shifted. Some of the wooden flooring cracked and gave way in several directions, and some ornamental parts fell, but the beautiful fabric itself was happily uninjured. The ornaments at the entrance to the Chain Pier esplanade were carried away; and the water-wheel by the groyne south of the toll-house was completely removed by the wind and waves. The sea-wall, at the rear of where Russell House once stood, was entirely torn down, and the Albion Hotel, then being erected on its site, was in great jeopardy. It was at one time surrounded by water, the sea beating every now and then over the building, and deluging the road with its spray.

After the storm a new toll-house would appear to have been erected and the access to the entrance improved. (See *annexed illustration.)*

The Pier's Popularity and Progress.

With regard to the popularity of the Pier as a place of fashionable resort, the records are of the scantiest, and little information is obtainable as to its financial success or otherwise: but it is probable that the next few years—down to 1832-33—were among the most flourishing of its earlier history. On the last Sunday in July, 1825, as many as 4,300 persons went on the Pier. The town, it may be stated, continued to increase rapidly both in population and in building; and the stream of fashionable visitors knew no retiring ebb. The Pier became, despite the rivalry of the Libraries, more and more a fashionable lounge; and at one time a favourite pastime with many visitors and townsfolk was to resort to the Pier to watch the sea at special high tides. The fine steam vessels put on the Station in 1825, and sub-

sequently those of the General Steam Navigation Company, tended much, in the season, to induce people to resort to the Pier during the times of embarkation and debarkation. But another help to the Pier came later on, verifying the axiom that "there is nothing new under the sun," and this was the running of one of the steamers for sea trips, as now, to various places along the coast and to the Isle of Wight. The Company (aided by Mr. Matthews, the first Pier Master) did their best to make the Pier attractive; and the issue of annual subscription tickets at one guinea each further tended to increase its popularity as a place of fashionable resort. The Saloon reading-room was apparently all that could be desired; and there were occasional accessories in the way of vocal and instrumental music. The "Camera Obscura," which for several years had done duty on the Steine beach, immediately east of Russell House, was also placed at the Pier-head. (Later on this was removed to its present position, immediately over the Saloon, with an entrance to it from the Marine-parade.) The Pier esplanade was greatly improved in 1831 (in digging out for the foundation of its new enclosing wall, Dr. Mantell tells us, "four very fine and perfect molar teeth of the Asiatic elephant were discovered"). The Towers were all let, and served as useful resorts for gossip and purchases. A dozen new and commodious baths—douche and shower—for ladies and gentlemen, were constructed at the Pier-head, and fitted up with every convenience. The Regimental Band played once a week. There were also occasional exhibitions—such as of life-preservers; and Jones had, in the autumn and winter season, exhibitions of fireworks, his sole remuneration being the voluntary contributions from spectators. Town improvements, too, trended Eastward at this period, and helped, for a time, to make



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THE CHAIN PIER, BRIGHTON—EASTERN ENTRANCE, about 1826.

(Kindly lent by Mr. J. H. DANIELS, of Brighton.)

it more fashionable than the Westward. The Steine had been newly enclosed and improved in 1824 (the year it was first lit with gas); and the Pier and the Marine-parade being within easy access from it visitors resorted to them. The Eastern entrance to the Pier, from the Marine-parade down the New Steine steps, was also a great accommodation to visitors and those residing Eastward; and the structure itself, from an Eastern point of view, was exceedingly attractive and picturesque. (See *annexed illustration.*) Castle-square about 1825-26 was opened for vehicular traffic; and the new road in front of the York and Albion "followed suit," making an easier and much-needed route Eastward. Kemp Town had been commenced; and to still further help matters in the same direction, the first instalment of that splendid effort of Brighton's pioneers in improvement—the new sea wall—was completed from the Pier entrance to beyond the New Steine, and the Marine-parade itself was widened. Then the formation of another sea wall along the central front of the town in 1827, which led the way to the opening, two years later, of the Junction-road (from the back of the site now occupied by Markwell's Royal Hotel to the Marine-parade) was another special benefit to the East, by affording a continuous route to it from the West. These public works must have been advantageous in many ways to the Pier. But things Westwardly were not standing still; and signs were not wanting that the West was fast pushing forward its claims as a charming residential locality—with its fine houses and squares, and by the growth of Brunswick Town (as Brunswick-square and terrace were at one time called), and more especially by the formation of the Royal (Western) Esplanade from the old King's-road Battery to Brunswick-terrace.

The First Royal Disembarkation at the Pier.

This notable event, respecting which considerable excitement prevailed in the town, took place on Saturday, October 15th, 1829, when the Duke and Duchess of Clarence (afterwards King William IV. and Queen Adelaide) returned from Dieppe. Their Royal Highnesses landed on the Chain Pier from the Admiralty yacht, a Royal salute on its approach being fired by the Hyperion frigate, which was in attendance. There was an immense crowd on the Pier; and, such was the desire to see the Royal pair, that numbers climbed upon the iron suspension chains and other available places. The Pier was partially illuminated, and sky-rockets were sent up and blue lights were shown by the Hyperion's tender. At 6.50 p.m. the Duke and Duchess were received on the ladder at the eastern side of the Pier by Lieut. Williams, R.N., with sidemen and lanterns. When upon the deck of the Pier, Their Royal Highnesses were saluted by a guard of honour of the Marines; the band of the frigate, stationed on the Pier, playing "God save the King" and "Rule Britannia." The Royal party then proceeded on foot to the York Hotel escorted by Marines, where they were received by the Dowager Marchioness of Downshire, Lady Mary Hill, and Mrs. Fitzherbert, the Band of the 15th Hussars playing the above National airs.

Less than twelve months after, on August 30th, 1830, the Royal couple made their first entry into Brighton as King and Queen; and the Chain Pier had a share in the exuberant festivities which took place on the occasion. A signal gun was fired from the Chain Pier, as well as from the Battery, to indicate the welcome intelligence that Their Majesties had arrived. But it was during the even-



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THE PROMENADE AT THE PIER-HEAD, IN THE "TWENTIES."

(Kindly lent from the Collection of Mr. W. J. SMITH, J.P., of Brighton.)

ing—a most beautiful one—that the Chain Pier appeared to the best advantage. It was crowded to its utmost capacity; the Cliffs also were densely thronged; and the appearance of the Front from the Pier-head, every house being illuminated, was enchanting. The night was lovely, the sea was almost without a ripple and reflected a refulgent moon; and as the two steam-packets, together with the Hyperion's tender, each gaily illuminated, glided along the Front not far distant from the shore, one discharging fireworks and Bengal lights at intervals, the spectacle was said to have been unsurpassed and seemed as one influenced by magic.

It was about this period that the Pier attained its greatest popularity amongst residents and visitors as a fashionable marine resort. There was, in fact, no other place, except perhaps the German Spa in the season, to compete with it in the way of affording out-of-door recreation in what may be termed select Society; for the entrance fee, though but 2d., tended to keep it more or less exclusive. The Front, neither central, nor East or West, scarcely offered the requisite facilities. The Steine, too, owing to its being as it were common ground, had, by reason of the increase of population, for years lost its special characteristics as a promenade where the world of Fashion could mingle freely, and, as Fanny Burney relates, could "live upon it, for the pleasure of viewing, all day long, who walked with who." The Pier, therefore, supplied a welcome as well as a health-giving desideratum which the well-to-do classes freely availed themselves of, and the promenading to and from and on the Pier-head, where the company most did congregate, presented day after day, in favourable weather, an ever-changing and pleasant scene of life and animation. (See *annexed illustration.*)

An Interesting Reminiscence.

It was, we believe, in the earlier part of the "thirties" that the witty Canon of St. Paul's, the Rev. Sydney Smith, was among the distinguished visitors to Brighton. He by chance met with that notable personage, Colonel Eld, then M.C. of Brighton, who was a frequent *habitué* of the Pier, and as that Institution is associated with one of the rev. gentleman's most graphic portraitures, we will quote it:—"*Who* he is, I know not; but I am certain *what* he is. It is that distinguished functionary, the Master of the Ceremonies. It could be no one else. It was a gentleman attired *point device*, walking down the Parade, like Agag, 'delicately.' He pointed out his toes like a dancing-master; but carried his head like a potentate. As he passed the stand of flys, he nodded approval, as if he owned them all. As he approached the little goat carriages, he looked askance over the edge of his starched neckcloth and blandly smiled encouragement. Sure that in following him I was treading in the steps of greatness, I went on to the Pier, and there I was confirmed in my conviction of his eminence; for I observed him look first over the right side and then over the left with an expression of serene satisfaction spreading over his countenance, which said, as plainly as if he had spoken to the sea aloud, 'That is right. You are low-tide at present; but never mind, in a couple of hours I shall make you high-tide again.'"

A Breakwater under Consideration.

In November, 1830, Captain Brown came to Brighton for the purpose of inspecting the Chain Pier, to which extensive alterations and repairs were about to be made, and also to consider a proposal for the formation of a Break-



LIEUT.-COLONEL ELD, THE LAST "M.C." OF BRIGHTON.

(From the Author's *A Peep into the Past—Brighton in the Olden Time.*")

water. Later on, Mr. Joseph Hume, M.P., who was a Shareholder of the Chain Pier Company, came over from Worthing, and with Captain Brown visited the Pier, when Mr. Hume expressed his entire concurrence in the proposed arrangements. A plan had been submitted to Captain Brown, with the view of converting the Pier into an effectual Breakwater, by filling up the piles at the end with chalk and stone, and lengthening the outer head —20ft. to the south and 30ft. westward. No other details of the proposed Breakwater itself or of its proportions and mode of construction are recorded; but it was regarded with much favour in the town, as it would, doubtless, increase the benefits which the Pier had already conferred upon it, by affording, in stormy weather, a safe point of embarkation for the steam packets (the necessity for which had been proved on several occasions), and would also enable Royal yachts, and even frigates, to come alongside, the depth of water being amply sufficient for the purpose. The cost—that bane of local Breakwaters before and since—was deemed to be considerable; and the project, we suppose, was abandoned, as we learn no more of it.*

* Early in 1845 a floating breakwater, of ingenious design, was projected by Captain Taylor, and a section of it lay off the town for a considerable period. It excited a good deal of interest. The French Government had it inspected; and it seemed to be regarded with general favour, by reason of its simplicity of construction, security, and economy in reparation. Despite its acknowledged utility, no steps appear to have been taken to complete it, and after a time it drifted or was brought ashore, and was subsequently broken up and sold, we believe, for match-wood! Later on there was an endeavour to "promote" the construction of an "Intended Harbour at Brighton," invented and designed by William Henry Smith, Esq., C.E. From a drawing published by Grant, Castle-square, it was of an attractive character and was apparently skilfully designed for its intended purpose. The projector stated that it could be constructed in three months; the scheme, however, for some reason or other, was abandoned.

But sad times were coming for the Pier. There occurred in 1833 and 1836 very violent storms, each of which was a "heavy blow and great discouragement" to the Pier Company, as serious damage was on each occasion done to the beautiful structure. The details of these events will be read with melancholy interest.

The Storm of 1833—Severe Injury to the Pier.

A disastrous and appalling accident befel the Pier on the evening of Tuesday, October 15th, 1833, which excited much controversy as to the actual cause of the destruction of the third platform and derangement of several parts of the fabric—whether it was due to wind, water, or electricity. The water theory was quickly disposed of, it being low water at the time of the catastrophe; and it was, therefore, concluded to have been due either to wind or electricity. Whatever the cause, it is a remarkable fact that the destruction of the bridge immediately followed a terrible flash of lightning, which was seen to descend upon the Pier, run along the platform, and at the centre develop into an awful blaze. The result was beyond dispute. The destroying power left the second bridge a ruin, hanging down within a few feet of the water. At the third there was a gaping chasm, with no communication between the separate portions except the main chains. For the space of 30ft. or 40ft. the whole of the woodwork, the platform, the iron railings, suspension rods, &c., had totally disappeared. The third pair of Towers were forced out of their perpendicular, and the fourth bridge bellied down some 18 inches to the sea; but the Pier-head, with its stone platform, stood firm. The spectacle presented by the erst beautiful fabric was of the saddest. Twisted rods, broken and splintered woodwork, and shattered Towers were but details in a disaster

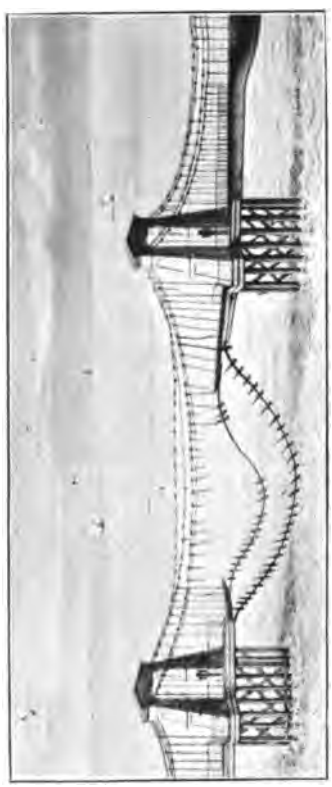


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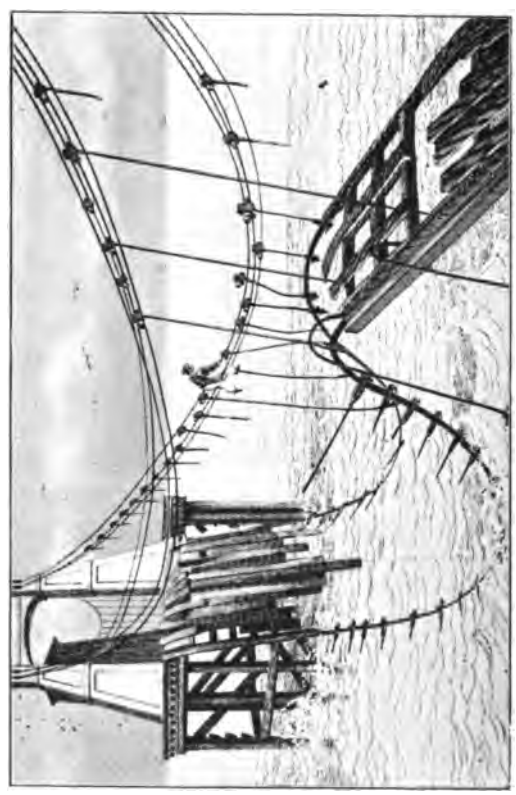
THE STORM OF OCTOBER 15th, 1833.

(Kindly lent by Mr. JOHN HAINES, of Brighton.)

THE STORM OF OCTOBER 15th, 1833.



SECTION OF PIER—DAMAGE TO SECOND BRIDGE.



SECTION OF PIER—DAMAGE TO THIRD BRIDGE.

(Kindly lent by Mr. ROCKBOROUGH SMITH).

which was far-reaching, and which had come suddenly, acted swiftly, and left behind it enormous damage. The disaster evoked widespread regret and sympathy among all classes in the town, and on the following day a meeting was held and a subscription opened to repair the damage. £200 was obtained at the meeting; and the Earl of Egremont, with prompt and commendable liberality, promised to surrender his proprietorial interests in the Pier (he was one of the original subscribers for £300) to the Town authorities in the event of the structure being restored. As a result of the organisation, there was a house to house collection, and in the end some £1,200 or £1,300 was raised, and the Chain Pier, by sundry judicious alterations, was made stronger than ever.

The *annexed illustration* affords a graphic picture of this severe storm; its disastrous effects being still more clearly seen by the reproduction of drawings showing the injured sections of the Pier.

The Hurricane of 1836—the Pier again Damaged.

Little more than three years had elapsed, when the Pier was again destined to undergo a very serious catastrophe from a terrific hurricane, which was admitted to have been without parallel in the recollection of the then oldest inhabitant, and wholly eclipsing in violence the great November gale of 1824. This occurred on Tuesday, November 29th, 1836; and, besides doing appalling damage to the town in all directions, destroyed, singular to say, as in 1833, the third bridge of the Chain Pier. About half-past twelve in the day the centre bridge seemed to have acquired, through the force of the wind, a vibratory motion, which soon after more or less affected the

whole structure. At times the platform was raised to the level of the protecting iron rails at the sides of the Pier. Eventually one of the Towers began to rock, and the piles also to twist; and finally the platform of the third bridge was lifted up from its bed several feet, and, falling again, —the suspension rods being unable to bear the stupendous strain,—plunged into the stormy waters below. (See *annexed illustration.*) Almost from that moment, strange to relate, the storm abated. The exciting nature of the catastrophe was increased by the narrow escape of two gentlemen, who, for some reason unknown, had gone to the extreme end of the Pier some time previously at the risk of what would have been deemed certain death. Amid the raging storm they were seen struggling to return. By occasionally clinging to the rails, and sometimes crawling on their hands and knees, they reached the second bridge, after being blown down several times. A moment later, and the upheaval and fall of the third bridge, which they had just crossed, took place! The feelings of the two reckless adventurers (one of whom was a relative, we believe, of the late Mr. Somers Clarke) may be better imagined than described. The damage occasioned by the hurricane was estimated at about a thousand pounds. It was in this storm that Mr. Leggatt, builder (great-uncle of our townsman, Mr. T. G. Leggatt), lost his life while crossing the New-steine, by being struck on the head with a piece of lead blown from a house.

As with the storm of 1833, there was an attempt in 1836 to raise a public subscription to repair the Pier; but it fell through, as subscriptions were urgently needed in other directions. As a matter of fact, times were then bad in Brighton. The town had passed the meridian of its earlier and more especially its pre-Railway prosperity. It was retrogressing and was over-built; and lack of



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THE PIER AFTER THE HURRICANE OF NOVEMBER 29th, 1836.

(Kindly lent by Mr. JOHN HAINES, of Brighton.)

national inter-communication — remedied a few years later by the introduction of the Railway—was fast telling upon it. Kemp Town was isolated, and many of its houses were untenanted. At the extreme West of the town things were little better. The iron girders of the ill-starred Antheum lay rusting where the top of Palmeira-square now is. Between the lower part of Lansdowne-place and the eight or ten houses called Adelaide-crescent, skeletons of numerous unfinished houses presented a melancholy spectacle, and boys of the period utilised them to "wake the echoes"; while beyond the rusty-railed enclosure west of the Adelaide-crescent houses and Hove there were but disused brick-fields and—vacancy! But let us pass to a merrier key.

Queen Victoria's First Visit to the Pier.

This interesting event took place on Friday, October 20th, 1837, and every arrangement was made by the Town Authorities to enable Her Majesty to obtain an uninterrupted view of the graceful structure. A few minutes after twelve o'clock, the Queen and the Duchess of Kent, attended by the Countess of Mulgrave and Lady Mary Stopford, left the Pavilion in an open carriage drawn by four grey ponies, preceded by out-riders in scarlet liveries, mounted on greys. The Hon. Colonel Cavendish rode on horseback by the side of the carriage, and Lady Gardiner followed in a second carriage. On Her Majesty's arrival at the entrance of the Pier a Royal salute of 21 guns was fired at the outer Pier-head by a detachment of the Royal Artillery. Her Majesty was received by Captain Brown (in naval uniform), who accompanied her along the Pier, explaining the nature of the structure; and Her Majesty evinced a

perfect knowledge both of the principle and its important advantages. The Royal party were joined at the entrance to the Pier by Lord Melbourne, Lord John Russell, Lord Lilford (Lord-in-Waiting, who presented Captain Brown to the Queen), the Hon. Colonel Cavendish, Colonel Armstrong, Sir Adolphus and Lady Dalrymple, Captain and the Hon. Mrs. Pechell, Colonel Eld, M.C., the High Constable, &c. Among those present were also Mr. Joseph Hume, M.P., and Mrs. Hume, Miss Hume, and Mrs. Brown. On Her Majesty's arrival at the Pier-head, the Band of the Carabineers played "God Save the Queen." Her Majesty remained on the Pier upwards of half-an-hour, and expressed herself highly pleased with the structure and with her reception. She also acknowledged, in the most gracious and condescending manner, the respectful salutations of those assembled on the Pier, and conversed with Mr. Hume (who was one of the Trustees under the will of the Duke of Kent) as well as with Sir A. Dalrymple and Captain Pechell. Lady Dalrymple was also, by special command, presented to Her Majesty.

In the evening the Pier was illuminated, and there was a grand display of fireworks by Jones, which attracted immense numbers; indeed, during the day no less than 5,000 persons visited the Pier, exclusively of subscribers. The effect of the illuminations was very striking, especially of the lanterns placed upon the rigging of the Pier-head. Upon the Saloon, at the entrance to the Pier, appeared, in brilliant lamps, the word "Welcome," surmounted by a Crown and "V. R." The day was a proud one for the Pier and for all connected with it, and especially for Captain Brown, to whose skill and perseverance Brighton was indebted for its then greatest marine attraction.

The Disembarkation of Queen Victoria.

The Royal association with the Chain Pier, however, which excited the greatest interest in the town occurred on Thursday, September 7th, 1843, when the youthful Queen, accompanied by the Prince Consort and Prince de Joinville (the latter representing the French Government), and attended by her suite, disembarked on her return from France, after paying a visit to King Louis Philippe at the Chateau d'Eu. For several days prior to Her Majesty's arrival our "shipless sea" became alive with despatch boats, men-of-war, yachts belonging to members of the Yacht Squadron, and less important craft. The town authorities, led by Mr. E. Burn, High Constable, together with the Pier Company, took "all possible measures for the most convenient, dutiful, and loyal reception" of Her Majesty and her distinguished Consort. What we understand to-day as "Queen's weather" prevailed,—brilliant sunshine, with a soft rippling sea. The advent of the Royal yacht, attended by French war vessels and joined by English men-of-war, was first observed off Portobello just before three o'clock, and was signalised by the booming of a Royal salute from the Royal Squadron. The yacht, instead of continuing along the coast, at this point put out to sea, and then, taking a straight line from the South, approached the Pier, and came within a quarter of a mile of the head of the structure. Then Her Majesty descended to a lowered barge, and the Royal barge approached the Pier amidst the firing of guns and the shouts of the assembled multitudes. Her Majesty was seated in the stern of the Royal barge, having the Prince de Joinville, in the uniform of a French Admiral, on her right hand, and Prince Albert on her left. Facing Her Majesty were the Earl of Aberdeen, Viscountess Canning,

the Hon. Miss Liddell, Colonel Wylde, Lord Charles Wellesley, Mr. G. E. Anson, and Sir James Clark; and behind Her Majesty was Lord Adolphus Fitzclarence, steering. It is computed that between 20,000 and 30,000 people witnessed the landing, which was successfully effected on the east side of the Pier-head. The Grenadier Guards, with their splendid band, and the Coast Guard were present as a guard of honour, and were drawn up in lines on each side of the entrance to the platform. Among those assembled to receive and welcome Her Majesty again to Brighton were the veteran Sir Samuel Brown (he had received the well-deserved honour of Knighthood from the Queen in 1838), Mr. Thomas West, and Mr. L. D. Smith (Directors of the Pier), Mr. Charles Cooper (Clerk), Major Allen, Captain Heaviside, and Mr. J. Borrer (Magistrates), Mr. E. Burn (High Constable), Captain Pechell, M.P., the Rev. H. M. Wagner (Vicar), the Revs. T. Cooke, E. M. Goulburne, R. S. Smith, W. L. Isaac, T. Trocke, C. D. Maitland, S. R. Drummond, and W. Kelly (Clergymen of the Established Church), the Revs. J. Sortain and J. N. Goulty (Dissenting Ministers), Colonel Eld, M.C., and Mr. Lewis Slight, the Clerk to the Commissioners. Her Majesty was first received by the Pier authorities, and then by the Town authorities and the Naval Officers. Her Majesty, looking the picture of health and happiness, passed down the Pier through a line of Coastguardmen to a carriage and four, at which point the Naval arrangements ceased and the Military took up the honours, the Guards' Band playing the National Anthem. There was a military and local escort, and the Queen proceeded to the Pavilion, where she had the happiness of rejoining her children, the Prince of Wales and the Royal Princesses. Although there was no official organisation with regard to decora-



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THE DISEMBARKATION OF QUEEN VICTORIA AT THE CHAIN PIER—1843.

(From the Painting by the late R. H. NIBBS).

tions, the individual exertions of the inhabitants gave the town a gay appearance, and, it being a charming summer's evening, the vast number of vessels of all sizes lying in front of the town were illuminated with coloured lights, and presented a rare and imposing scene of splendour. A very clever picture of the disembarkation of Her Majesty was painted by the late Mr. R. H. Nibbs, which is now in the possession of the town, and is exhibited in the Picture Gallery. (See *annexed illustration.)*

During her brief sojourn at the Pavilion Her Majesty went from the Pier on board the Royal yacht for a short excursion as far as Worthing and back, accompanied by the Prince Consort, the Duchess of Kent, Lady Canning, Lady Charlotte Dundas, the Hon. Miss Hamilton, Lord C. Wellesley, and Sir E. Bowater. Sir Samuel Brown assisted Her Majesty on her departure, and also received her on returning from the cruise, which she had much enjoyed. On entering the Royal carriage again at the Pier entrance to proceed to the Pavilion, Her Majesty was enthusiastically cheered by the thousands assembled on the Cliffs and on the Steine. On the following Tuesday, after a short interval of repose, the Queen re-embarked on board the Royal yacht for Ostend, on a visit to the King and Queen of the Belgians. Again there was a remarkable demonstration of loyalty, both ashore and afloat; but since that time Her Majesty has not visited Brighton.

The advent of a Railway to Brighton opened up a thousand avenues of inter-communication with important districts whose resources hitherto had been almost unavailable to the town, and brought to it streams of visitors, to many of whom it had only been known previously by repute. This soon restored to Brighton its old *prestige* as

a marine resort, and the Chain Pier, by its novelty and attractiveness, consequently reaped much advantage from the revival. Whether or no it enabled it to retrieve its adversities, we know not. No efforts were spared by the Company, by music, conjuring, fireworks, diving exhibitions, and other entertainments at the Pier-head, to induce visitors to resort to it. High-class regimental bands (in addition to the Pier band) were frequently engaged; but it is somewhat doubtful if the number of listeners sufficed at all times to "pay the pipers." The steam packets' Continental traffic, by reason of the new and increasing influx of company to the town, must have done much to help the revenues of the Pier. But so far as the history of the Pier itself is concerned in the "forties," there is not much of interest to relate. There was a "record" day in July, 1844, in point of attendance: every available situation on the Pier, and indeed along the entire front of the town, being crowded to witness the experiment, which took place off the south-west of the Pier-head, of blowing up the John o'Gaunt (a ship given by Government for the purpose) by an explosive shell, the invention of Captain Warner. But generally it may be said that the Pier went on in "the even tenor of its way"; barring every now and then being subject to the buffeting of the elements, which at times entailed more or less heavy expense.

Boring for an Artesian Well at the Pier-head.

In January, 1843, some boring was carried on at the Pier-head with the view to obtain fresh water from an Artesian well, whence to supply a fountain which was to have been erected there. The novelty of the project excited attention, it being, it was stated, the first attempt

to make an artificial jet of that description. A depth of 86ft. was reached in February, when it was temporarily abandoned, in consequence of a stratum of rock being met with which resisted the action of the hardest steel. It was resumed shortly after, and, a lower depth being reached, a copious supply of fresh water was obtained, which was said, after four men had been employed in pumping for eight hours, to have "appeared to increase in quantity," and had a temperature considerably above that of water obtained from the wells in the town. Later on the depth of the Artesian well was said to be 98ft., and fresh water, or water only slightly brackish, was found, and it was supposed, by experience in sinking some wells on the Marine-parade, that the chance of procuring a supply of water in the well at the Pier-head was much increased. The boring was continued for some time longer, and it was hoped that the Directors, even if the undertaking was not immediately successful, would continue to prosecute the work. Whether or no they did so, "deponent sayeth not."

An Unwelcome Visitor.

The Chain Pier had a most unwelcome visitor on the 5th August, 1848,—a water-spout or whirlwind, which, however, happily left no disastrous traces. It was seen, about 11 a.m., to approach the Pier from the south-west, in the line of the wind; its appearance being described as a "very black cloud, of a conical shape, and like a large cistern suspended in the air, with the water pouring from it." It came in contact with the Pier-head on the Western side, which had the effect of dividing it for the moment. But it joined again on the East side of the Pier, spinning round like a white sheet, or to employ

another of the many similes of eye-witnesses, "Twisting about like a snake"; and, after leaving its traces upon the beach, it passed over 43, Marine-parade, and thence onward to the Race Hill, where it seemed to exhaust its fury. It being one of the race-days, damage to the extent of hundreds of pounds was done, in the destruction of booths and other property.

The storms of 1850, notably on July 17th (the day of the Pool-valley flood) and on November 19th, do not appear to have materially affected the structure.

Death of Sir Samuel Brown. New Grant by the Lords of the Manor. A Curious Ceremonial.

Sir Samuel Brown died on March 13th, 1852, and as he was seized, by the Grant of the Lords of the Manor on May 15th, 1822, in possession of the Chain Pier, it became necessary that the said Lords should assert their rights and take possession of the structure before making a new Grant to his successor, Mr. John Nicholas Payne, of Angel Court, Throgmorton-street, London. The customary ceremonial is a curious one. There was first a Court held on the 16th August, 1853, before Mr. James Warnes Howlett, Deputy-Steward of Mr. Charles Scrase Dickins, and Mr. George Faithfull, Steward of Mr. Thomas Wisden, at which it was declared that Samuel Brown had lately died seized of the Pier, "upon which there happened to the Lords for a heriot of 6d. certain." A proclamation was thereupon made "for any one to claim the said premises"; but no one appearing, a second proclamation was ordered to be made at the next General Court. This took place on February 16th, 1854, and no one appearing, a third proclamation was ordered to be

made at the next General Court. This took place on December 20th, 1858, and again no one appeared. Consequently, the Pier "was seized into the hands of the Lords for want of a tenant." This was done by Mr. Howlett, the then Deputy-Steward of the Manor, going from the Court to the Pier (with the Reeve or Bailiff of the Manor, Mr. Samuel Saunders, who held a Warrant from the Lords), which he seized by chipping a small piece of wood off the railings! Having achieved this work, he forthwith returned to the Court and, in the presence of the tenants and of the Homage, declared the seizure. Then Mr. Payne, by his attorney, "humbly prays" that the Lords, by their Stewards, of "their special grace and favour," and with the consent of the Homage, do grant the land and premises unto him and his assigns, subject to provisions according to the custom of the said Manor, "by the yearly rent of 6d. payable at Michaelmas, by the payment of 6d. for a heriot certain on the death of every tenant dying seized of the said premises," &c. And the said John Nicholas Payne was admitted tenant in the person of his said attorney, "and in form aforesaid hath seizen by the rod and pays to the Lords for a fine on such his admission 6d. And his fealty is respited and so forth."

The First Brighton and Hove Regatta.

This interesting event took place on Thursday and Saturday, July 21st and 23rd, 1853. It originated (*Erredge* relates) in this way: Captain Moore, a gentleman associated with several yachting clubs, was staying that year in Brighton. He saw the admirable facilities it afforded for yachting matches, which he considered would, if brought about, undoubtedly prove a great

attraction to the town. The Royal Yacht Clubs having favourably entertained the idea, a Committee, with the High Constable, Mr. H. P. Tamplin, as Chairman, was formed; Mr. J. A. Erredge acting as Hon. Secretary. Subscriptions came in bountifully, the whole town being strongly in favour of the project; and prizes of £120, £105, £52 10s. were competed for by yachts, and other prizes, varying from £20 downwards, by sailing and rowing boats. The Chain Pier was the central point of action in connection with the Regatta, which was a great success in all things save one—the weather, which rendered one day an "entire blank." The programme having been of necessity curtailed, £148 remained in the hands of the Treasurer. This was utilized the following year, and augmented, when a second Regatta took place in August off the Chain Pier, prizes to the amount of £207 being awarded. A grand display of fireworks took place at the close of each Regatta. The boon to the Pier on these occasions was unquestionable; but afterwards, unfortunately, yearly Regattas seemed to have dropped through for a time.

The Closing Years of the Pier.

Passing on, there is not much of historic interest to tell. It is the "old, old, story,"—the Pier suffered more or less, but not very seriously, from the storms and high tides of 1856, 1857 (the wreck of the "Pilgrim"), and 1860 (the wreck of the "Atlantique"). Its fortunes were not probably in the ascendant, and the outlook was not encouraging. The opening of the West Pier, in 1866, must have affected the old Pier Company financially, as it was much patronised both by residents and visitors. The West of the town was apparently also coming more and

more into public favour. Then the Aquarium was opened in 1871, and, by reason of its novelty and attractiveness, was a serious competitor with the Chain Pier as a place of resort; for the Aquarium not only diverted visitors from the Pier itself, but it also in another way deprived it of its once fashionable exclusiveness, by necessitating the removal of the old toll-houses and esplanade and the formation of the Madeira-road.

The Chain Pier Company and the Aquarium Company.

As the transactions between these two Companies not only opened a new epoch in the history of the Pier, but was a matter of public interest, inasmuch as they led to the development later on of an unique and almost unparalleled attraction along the Eastern sea front of Brighton, by the erection of the Madeira terrace and esplanade and other desiderata in the way of a lift and and shelter hall, some details respecting them are worth recording. It appears that in 1868 that an understanding had been come to by the Chain Pier Company and the Aquarium Company for the latter to take over the land forming the site of the old toll-houses and the esplanade and drive leading to the Chain Pier, and also as to the consideration to be given for it, and consequently the Aquarium Company's Act was passed in 1869 as an unopposed Bill. The Act having been passed negotiations were continued, when, at the request of the Aquarium Company, it was agreed that, instead of paying for the land in the form of rent, they should pay interest to the Chain Pier Company on its estimated value, which was amicably settled at £10,000, the sum to be paid annually (£460) representing 25 years' purchase. An

agreement was prepared, when a point turned up which the Aquarium Company said they had previously been entirely ignorant of—namely, that the property was copyhold, and that it would be necessary to have it enfranchised and make it freehold. Finding that the Lords of the Manor held an interest in the affair, the negotiations came to an end, and a Sheriff's Court was held in the Town Hall on April 8th, 1871, before Mr. C. E. Pollock, Q.C., to determine the value of the land, and the Jury empanelled, after hearing evidence, assessed the value at £8,600.

The Aquarium Company and the Corporation.

So far as the Aquarium Company and the Brighton Corporation were concerned, it was arranged in 1869 that the Corporation should give up certain land belonging to them (part of the beach) for the site of the Aquarium, and in return that the Company should erect a sea-wall from the Junction-road to the Chain Pier and form a roadway on the land (nearly the whole of which belonged to the Corporation) lying between the Aquarium and such wall, and should give up to the Corporation all land purchased by them of the Chain Pier Company which was not required for the Aquarium buildings; the Corporation to pay the Aquarium Company the sum of £7,000 towards the expense of making the sea wall and road.

It may be of interest to add that Ratty's toll-house was taken down in 1870, at the same time a lot of machinery associated with the old water-wheel at its rear was unearthed, and that the road south of the Aquarium was completed in 1873, when the Chain Pier and toll-houses appeared as in the *annexed illustration*:—



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THE PIER AFTER THE REMOVAL OF THE ESPLANADE.—1871.

(From a photograph by Mr. EDWARD FOX.)

The Chain Pier Company and the Marine Palace Company.

So time went on, and succeeding years possibly brought to the Pier but little prosperity; for in 1889 (though matters were not finally settled till 1891) the Company parted with its property to the Marine Palace and Pier Company for £15,000, the shareholders receiving for each £100 share £13 6s. 8d. in cash and £36 13s. 4d. in debentures of the new Company.

While the final settlement between the two Companies was pending, it became necessary for the Chain Pier Company to obtain

A New Grant from the Lords of the Manor.

The cause of this was the demise of Mr. John Nicholas Payne, in whom the Pier was seized; for upon his death "there happened to the Lords for a heriot sixpence of certain." By a codicil to the will of Mr. Payne, which was proved in the Court of Probate in August, 1879, he left his rights in the Chain Pier to his sister, Mrs. Jane Buckler. This lady died intestate in April, 1884, "without ever having been admitted to the hereditaments and premises" of which her brother had died seized, and consequently Alexander Buckler, her youngest son, became customary heir. He died a few months afterwards (in September, 1884), unmarried and also intestate, and "without ever having been admitted to the hereditaments and premises" of which Mr. John Nicholas Payne had been seized. Mr. Henry Buckler, of Warlingham, Surrey, gentleman, the father of the aforesaid Alexander Buckler, became thereupon his customary heir; and that gentleman having appeared by his attorney

before the Stewards of the Lords of the Manor on July 23rd, 1891, he was "by the will of the Lords and according to the custom of the Manor," admitted tenant, and "hath seizen by the rod and pays to the Lords for a fine on such his admission 6d. of certain: and his fealty is respited and so forth."

The Enfranchisement of the Pier.

Some two months after his admission, on September, 1891, Mr. Buckler enfranchised the Chain Pier, by the payment to the Lords of the Manor the sum of £125.* The enfranchisement was doubtless rendered necessary to facilitate the arrangements for the disposal of the Chain Pier to the Marine Palace and Pier Company. A tinge of regret was doubtless experienced by the Directors of the old Pier in parting with it, as on changing hands

THE PIER WAS DOOMED!

One of the conditions enforced by the Board of Trade being that, as soon as the new Marine Palace and Pier were completed, the old Chain Pier was to be removed. Circumstances having arisen to prevent the carrying out the project of the new Company, the works in connection with their Pier had been for some time in abeyance, and the Chain Pier still stood. (The *annexed illustration* shows the Pier as it appeared in June, 1895.) But other matters later on intervened,—in the way of gales and storms, and each

* For Deed of the New Grant and Deed of the Enfranchisement of the Pier, see APPENDIX.



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THE BRIGHTON CHAIN PIER—JUNE, 1895.

(From a Photograph taken by Mr. E. PANNELL, of Brighton).



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THE PIER "ON ITS LAST LEGS."—1896.

(From a photograph taken by Mr. THOMAS DONOVAN, of Brighton).

and all told seriously on the fabric,—which necessitated the new Company's deferred action with respect to the removal of the old Pier being carried out without further delay. Early in October the condition of the Pier was brought under the notice of the Borough Engineer (Mr. F. J. C. May), who, having ascertained that the structure was at the head no less than 6ft. 9in. out of the perpendicular, declared it to be unsafe, and steps were consequently taken to close it. It was closed on Sunday, October 9th,—just seventy-three years after its first completion! (See *annexed illustration.*) How absolutely necessary the closing was, the subsequent appalling termination of its career, particulars of which we shall presently relate, unmistakeably confirms.

It may be here stated that the final meeting of the Proprietors of the Brighton Chain Pier took place on April 11th, 1893, Colonel T. F. Wisden presiding, when, after resolutions were passed, authorising a final distribution of assets, *the Company was dissolved.* Subsequently, Mr. Hugh Snelling, Secretary to the Company, intimated the fact of the dissolution to the Town authorities, and also stated that the Directors would be pleased to hand over to the Corporation any thing in the custody of the Secretary which the Council might like to possess. Later on the Town Clerk (Mr. F. J. Tillstone) was authorised to select such documents as might be deemed of use or of interest to the Town.

As a matter of historic interest, we give the names of the last members of the Directorate and of the officials:—

Colonel T. F. WISDEN, Chairman.

Mr. H. S. BACON.	Mr. E. BOXALL.
Mr. ED. BELL.	Mr. J. ZWINGER.

Mr. J. E. BUSH, Solicitor.
Mr. HUGH SNELLING, Secretary.

From Bad to Worse.

At the end of October, 1896, the following advertisement appeared in the local newspapers:—

FOR SALE.—BRIGHTON CHAIN PIER.

PARTICULARS and FORMS of TENDER can be obtained of the Secretary, Brighton Marine Palace and Pier Co., 17, Victoria-street, Westminster.

"Last Scene of all in its Eventful Historie"—THE "PASSING" OF THE PIER.

We give the following description of this melancholy event as it appeared in the *Brighton Herald* of December 5th, 1896, the morning after it took place:—

The Brighton Chain Pier was destroyed in a storm last night. A very few words will suffice to tell of the last moments of a beautiful structure. It met its fate as everyone could have wished that it should meet it, at the hands of the winds and waves that it had for three quarters of a century so nobly defied. The end came about half-past ten o'clock, or perhaps a few minutes later. A terrific storm of wind, with some rain, was then prevailing, as, indeed, it had prevailed earlier in the day, especially during the afternoon. These earlier attacks had evidently weakened the expiring strength of the structure, which at the head had already listed six feet out of the perpendicular, and when the storm recurred at night the hope that the Pier would last to daylight was virtually gone. Suddenly, amid the roaring of the waves and the howling of the wind, the Pier shivered convulsively from end to end; and in a few moments the entire structure had collapsed. Nothing remained standing but the vestiges of the first pile of timbers; and upon these the waves

were thundering as though to make short work of the ruins. The sea was strewn with the great mass of wreckage, the huge weather-worn baulks of timber being seen, in the drifting rain and salt spray, riding like phantom boats upon the white crests of the waves.

The actual work of destruction was a matter of but a few seconds; but, so far as there was any difference of time, the light at the Pier-head was the last to disappear.

Though the fate of the Pier was expected, there were very few eye-witnesses of the final scene. One of them was Miss Body, who lives in one of the houses under the cliff, through which the suspension chains pass. About half-past ten o'clock Miss Body was startled at a tremulous movement of the chains, which shook the house in a manner that they had never done before, and, in some alarm, she called out, "What is the matter with the Pier?" and, going to the window, was just in time to see the Pier collapse and the giant chains sink to the ground. To use Miss Body's words, "All at once the light at the Pier-head disappeared, and in a moment the whole thing was demolished." Peering out of the window, a representative of the *Brighton Herald* saw all that was left of the Pier, —the shattered timbers of the first group of piles. Against the wall in front of the Aquarium the sea was bursting in great clouds of spray and foam, deluging the roadway, and bringing with it heaps of shingle and seaweed, whilst baulks of timber swept up from the Beach by the force of the stormy sea encumbered the road. A little knot of spectators had gathered at the entrance to the Pier, risking the chance of the suspension chains falling still further and crushing them where they stood.

From another eye-witness of the final scene, Mr. F. W. Wilson, son of Mr. Councillor Wilson, we have an

account of what happened, as seen from another point of view, namely, from the Marine-parade immediately above the land end of the Pier. Mr. Wilson and his father had gone down to the Front to see the storm, and were standing at the bottom of New Steine. At that time only about a couple of dozen persons were in the neighbourhood of the Pier. Suddenly a voice was heard in the darkness calling out, "The old Pier is going." Mr. Wilson says, "I looked in that direction, and saw the middle pile go; it fell in a heap. As it went, the chains sank and disappeared from our view. A moment or two afterwards there was a crackling as of breaking timber, and the Tower of the first pile fell, as if dragged over by the weight of the chains and the span of chains connecting it with the land sank right down. The light at the Pier-head remained until the last. After the Tower on the first pile had fallen, the light went out almost directly,—the fall of the Tower and the disappearance of the light were almost simultaneous." Asked if it were possible for him to tell in the darkness and rain how the Pier-head actually fell, Mr. Wilson said it was impossible to distinguish exactly what happened, as the Pier-head was "a mere blurr," but his belief was that it broke up gradually. There was, he added, very little to tell, everything happened so quickly; it was the work of a few moments.

Down on the seashore at midnight last night great masses of broken weather-worn timbers strewed the Beach. The fury of waves, as has been said, washed some of these heavy baulks on to the Aquarium-road. Others were carried to the westward, and were dashed with terrific force against the new Central Pier now in course of construction opposite the Aquarium, smashing, so we are told, several of the iron screw piles, but the

darkness of the night and the fury of the storm prevented any attempts from being made to verify the actual extent of the damage. It was, perhaps, a little working of the hand of fate that the Chain Pier in its last moments should strike a blow of some sort at the newer rival which indirectly in some measure had been the cause of its abandonment. Under the Central Pier a great heap of wreckage had been accumulated against the concrete groyne, forming a breakwater of logs nearly as high as the promenade, and so big that it broke the force of the waves. To the West Pier fragments of the now-vanished Pier were also carried by the waves, but the darkness prevented it from being seen whether any damage was done.

The Chain Pier had thus lasted a little more than seventy-three years. To one who had known it in the fulness of its symmetry and grace, beautiful in times of calm, and strong in times of storm, it was, indeed, a sorry experience to stand at midnight in the stress of the gale, with the salt spray dashing like the flick of a whip across one's face, and to see the white waves rolling unchecked (save for a few shattered timbers) across the space where the Pier had so long stood a thing of beauty, but now, in Coleridge's words, destroyed at last by

> "The storms and overwhelming waves
> That tumble on the surface of the Deep."

What remained of the demolished Pier the day after the storm presented a spectacle of the saddest character. At high tide but one pile (the first) stood in position—in mute companionship with the wrecked section of the Electric Railway contiguous to it—and a more melancholy picture could scarcely be imagined. The graceful pyramidical iron Towers which had stood upon it for so many years had been torn from their foundations and

toppled over athwart each other, the suspension chains attached to them trailing listlessly down, speaking more eloquently than in words of their utter impotency—massive as they were—to resist the terrific forces which had overthrown them. At low tide the aspect of the ruins was even still more appalling. Out at sea little else could be seen of the erst beautiful structure but solitary fragments of timbers standing out from the foundations of the second pile, to the West of which was lying one of the fallen iron Towers, heavily rocked by the varying motion of the more modified turbulent waves which had overthrown it on the previous night. Farther to the South, one solitary piece of timber with shattered top alone indicated the situation of the third pile; while beyond that, where the more massive but still graceful portion of the structure which constituted the Pier-head had stood, there were but a dozen or so broken and naked piles standing out from the water to indicate its position; all else being either ruthlessly swept away by the waves or lying enshrouded beneath. The absolute desolation of the scene made regret the more intense; and one scarcely realised that, in a few brief moments, such a huge and appalling destruction had taken place. (The *annexed illustrations* afford vivid representations of the ruined Pier under two aspects — "High Tide" and "Low Tide.") The Toll-houses (those incongruous modern erections, put up in 1871, when the Madeira road was formed) which flanked the entrance gates, were almost intact—a sorry compensation for the loss of the graceful structure with which they had been associated. Whilst they were being "taken" by a photographer, the veteran shipwright, Edward Fogden, stood by, with sorrowful aspect. He, poor old fellow, had a double assurance that "his occupation was gone," in the absence of almost the whole of



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THE PIER AFTER THE STORM OF DECEMBER 4th, 1896—"HIGH TIDE."

(From a Photograph taken by Mr. THOMAS DONOVAN, of Brighton.)



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THE PIER AFTER THE STORM OF DECEMBER 4th, 1896—"LOW TIDE."

(From a Photograph taken by Mr. E. PANNELL, of Brighton).

the Pier with which he had been so long associated, and by the announcement placed on the windows of the Toll-house to the right of him :—

ROYAL CHAIN PIER.

CLOSED.



"Beneath the Lowest Deep a Lower Deep."

The following advertisement appeared in a local journal of Friday, December 11th :—

WRECKAGE FROM CHAIN PIER, BRIGHTON.

ON THE BEACH, opposite Albion Hotel.

TO TIMBER & FIREWOOD DEALERS & OTHERS.

MR. THOMAS CHAPMAN will Sell by Auction, on MONDAY, December 14th, 1896. at Twelve, 150 LOTS of USEFUL TIMBER, FIREWOOD, &c., relics of the late-lamented OLD CHAIN PIER.

Afterwards.

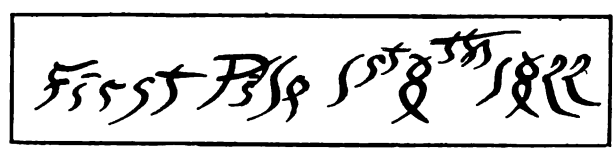
Despite the large quantities of wreckage from the Chain Pier that had been carried away for relics, and not a little for firewood, and though some of the piles and other larger pieces of the ruined fabric had been sold by the Marine Palace and Pier Company, the 150 lots put up to auction formed a good substantial truckload. These lots were briskly disposed of at from 2s. 6d. to 5s. each, most of them passing into the hands of firewood dealers. Subsequently arrangements were made with Messrs. James Livingston and Son, of Millwall and Gracechurch-street, E.C., to remove all that was left of the grand old structure—the first cluster of piles, surmounted by two fallen Towers. But the task proved less easy than was anticipated. The work was begun by cutting up the chains that remained on the beach between the old Pier entrance from the Madeira-road and the ruined first pile. Next day a powerful "crab" was fixed just below the entrance, and an attempt was made to pull over the Towers on to the beach; but without success, as, after two efforts, one of the old chains broke off close up to the head of the Western Tower and all the tackle fell. A second attempt was then made by hitching a steel cable to two of the old chains; but, in spite of very great strain, the Towers remained unmoved! To the casual observer the wonder was, not that there should be any difficulty about pulling the Towers down, but that they did not fall of their own accord. Tilted on one end and resting against each other, the Towers leant from the top of the piles at such an angle as to give them the most unstable appearance imaginable. It was subsequently decided to make a third attempt the next day (18th December) after the chains had been cut on

the seaward side. This was done; and when the fourth chain attached to the western Tower was sundered, not a few amongst the group of spectators expected to see the Tower come down with a crash. But nothing of the kind happened. The Tower did not move an inch! Then recourse was had to the windlass; and by means of pulleys a lateral tug was given by the steel hawser that had been attached to the several chains of the Tower on the land side, with the view of pulling it over in a westerly direction, it being thought that the weight of the Eastern Tower leaning against it would help the movement by the sheer force of its weight; but apparently that weight only served to pin the Tower more securely in position. At any rate, though the hawser was strained pretty well to breaking point, the old Tower never budged! and it seemed as if the ruins of the Pier, that had been made such cruel sport of by wind and wave, would defy the puny efforts of man. Such, however, subsequently proved not to be the case; for a few weeks later, both the Towers and the old pile on which they had stood for so many years succumbed to the windlass and wire ropes. The remains were afterwards removed higher up the beach below the Entrance Towers, prior to their being disposed of, on February 2nd, under the Auctioneer's hammer.

Discovery of the Foundation-Pile of the Chain Pier.

The most notable event associated with the disposal of the remains of the first cluster of piles of the Chain Pier was the discovery of what is unquestionably the foundation-pile of the departed structure. A special interest attaches to this pile, by reason of the quaint record enshrined in it. Many old Brightonians cherish the remembrance that they saw, in 1822, the first pile of the Chain Pier driven into its rocky bed; but few, if any, know that the pile itself was the receptacle of a memorial of that interesting event. Its recent discovery, therefore, comes as a "revelation." This venerable pile (of Norway fir) occupied the most landward position of the first cluster, and three others, of solid oak, thickly studded with nails, were driven in close to it, to protect it, and hence its remarkable preservation. By the courtesy of Mr. William Hollamby, one of the earliest Hove Commissioners, who purchased, at the sale by auction, the remains of the above four piles, we are enabled to give some particulars respecting the foundation-pile and the record it contains. Just below the iron-head covering of the pile there appears to have been made an oblong-square cavity, about two feet long, some five inches wide, and three or four inches deep. This was carefully covered with a piece of hard wood, which was fastened into the pile with copper nails, and then embedded in Roman cement and plastic composition, the more effectually to protect the inscription and whatever else may have been deposited with it. Rumour says, there were coins and documents. But, if so, the knowledge of their value or importance lies in the bosom of some unscrupulous "beach-shark"; for while

the pile laid upon the beach pending the auction, the copper nails had been extracted from the wood covering the cavity, and what it had concealed for three quarters of a century—if anything—was discovered and appropriated! Singular to relate, despite the close covering, the interior of the cavity was lined with limpet and other spat; there was also evidence of the visitation of that irrepressible insect, *concha antifera*. On getting the pile home, Mr. Hollamby, who had received a hint that it was a "speciality," carefully examined the cavity, with the result that he discovered in it an inscription (made evidently by an ordinary timber-carver) which proved that the pile he possessed was no other than "the Foundation-pile of the departed Chain Pier."! The inscription is as follows:—



FIRST PILE 1ST 8TH 1822

Mr. Hollamby has now placed this old pile with two of its protecting piles *in situ* in No. 1 of the Hove Abergavenny allotments (of which he is said to be the pioneer), at the south-west of Goldstone Bottom, on the old Shoreham-road. When shown this relic of the late-lamented Pier, we realized at once the truth of the old poet's words—

> "What is there that Time doth not impeache?
> Nothing at all,—but Time doth over-reache."

It was a sorry spectacle: shrunk and battered, insect-perforated in a thousand directions, and crumbled here and there by decay. The iron-covered head was sunk deep

into the earth; whilst the spike-end, leaning upwards, afforded unmistakeable evidence of the ruthless force which had torn it from the rock into which it had been so long embedded. The cavity—though the inscription is much injured—is now protected; but it is to be hoped that, for better preservation, the portion of the pile which it occupies will be deposited in the Brighton Museum as an interesting memorial of the lost Chain Pier.

[Since the above was written, Mr. Hollamby has kindly expressed his willingness to present the foundation-pile of the Pier to the Brighton Museum.]

Relics of the Chain Pier

As a matter of historic interest, we give, on the following two pages, fac-similes of some official documents, tickets, &c., used in association with the Brighton Chain Pier. These have been kindly lent by Mr. Charles Stubbs, Mr. Hugh Snelling, Colonel T. Faulconer Wisden, Mr. T. G. Leggatt, and Mr. W. J. Smith, J.P.



Brighton Royal Suspension

PIER. N. 20

ANNUAL TICKET

OF ADMISSION.

This Ticket will admit the Family and Servants, but not Visitors to the Family; and the Directors respectfully beg to state, that by reason of the very great expence in keeping up a Structure such as the Royal Suspension Pier, (which is so decidedly beneficial to the Town of Brighton) they can on no account allow this Ticket to be transferable.

Subscribers' Entrance by the Toll Gate nearest to the Old Steyne,

SUBSCRIBER'S TICKET (circa 1830).





TOKEN.

("R" indicates its issue by RATTY.)



Brighton Royal Suspension Pier.

ANNUAL TICKET.

1850.

Palace.

F. W. WOLEDGE. COOKE AND CO., TYP.

ROYAL TICKET—Used by Residents at the Pavilion.

BRIGHTHELMSTON SUSPENSION PIER COMPANY,

Incorporated by Act of Parliament

in 1822.



Received 18__ of the Company by payment of Messrs. Hall, Lloyd, and Bevan, their Treasurers the Sum of being a dividend of P. Cent on Shares in the said Pier.

£

This receipt when signed is payable as above or at The London & Westminster Bank London

DIVIDEND RECEIPT.

Brighthelmston Suspension Pier.



Brighthelmston Suspension Pier Company, constituted by Act of Parliament, the Third Year of our Sovereign George the Fourth, intituled "An Act for erecting and maintaining a Chain Pier, and other Works connected therewith, at the Town of Brighthelmston, in the County of Sussex."

We, the Brighthelmston Suspension Pier Company, incorporated by virtue of an Act of Parliament, do hereby certify that ZACH. KEMP, Esqr., of is entitled to THREE SHARES of the Capital Stock of this Company, being Nos. 104, 105, 106, as witness our Common Seal affixed hereto, this 18th day of August, 1823.

Entered pursuant to the Act.

FREDK. COOPER,
Clerk to the Company.



(Seal of the Company.)

AN ORIGINAL PIER STOCK CERTIFICATE.



COPYRIGHT.

MR. HENRY RATTY, Toll-taker at Western Entrance to the Pier.

"TUPPENCE, PLEASE!"

(Kindly lent by Mr. GEORGE COLLINGHAM, of Brighton.)

Some Reminiscences of the Pier.

By the courtesy of Miss Terry (who has occupied the Towers of the fourth pile of the Pier for about 44 years) and of Mrs. Stephen Gates (who has occupied those of the first pile for over 40 years), we have been enabled to furnish some interesting particulars respecting the Pier and some of those who have been in times gone by connected with it:—

The Ratty family were associated with the Western toll-house from the time of the opening of the Pier. There were few men better known to Brighton visitors and residents than Mr. Henry Ratty, the old toll-collector, from 1823 till his death in 1858. He was regarded as a Brighton "character;" and his good-tempered, smiling features, and obliging manners, were long borne in remembrance by many old Brightonians. He was succeeded in that office by his daughter (at one time remarkable for the profusion of rings which she wore). On the removal of the toll-house, Miss Ratty officiated at the Aquarium for a while, but eventually ended her days in a local alms-house. (We ought to add that Mr. Ratty's son made a model of the Chain Pier in wood, which was shown in the Exhibition of 1851.)

Mr. George Matthews, the first Pier Master, occupied the cottage West of the Bazaar. He was the owner of two famous parrots, "John" and "Mary," one of which (a splendid talker) he sold to Captain Thelluson for £25. This bird would also sing "Begone, dull care," and other favourite ditties.

Mr. Gurr, the once well-known old shipwright of the Pier and also Toll-keeper at the Eastern end for over 50 years, occupied the cottage East of the Bazaar, which is still occupied by his two daughters, one of whom, Miss Sarah Gurr, is noted for her skilful modelling of paper flowers and the mounting of sea-weed. The late Mr. William Price also acted as shipwright to the Pier for 25 years. One other shipwright still remains, in the person of Mr. Edward Fogden, who has been employed on the Pier for nearly 40 years. [Mr. Fogden was, we

believe, the last person on the Pier previous to its destruction, having to attend to the Pier-head light, which that evening he had nearly a dozen times unsuccessfully attempted to kindle. He was a witness of the sad catastrophe, as far as it could be seen; as was also Miss Sarah Gurr.]

Of the old Tower-keepers, as Mdme. Jacobs (a bootmaker, who had also a shop in East-street), Mr. and Mrs. Hardham (who sold refreshments), two old ladies named Hyams (who sold fancy goods), and Mr. Haynes (a skilful silhouette cutter), there is "little story to tell." The last-named was very deaf, and his invariable reply to any question was:—"1s. 6d. head and shoulders; 2s. 6d. full length."

Members of the Gates family have been associated with the Pier as Tower-keepers for more than half-a-century, Mrs. Gates (lapidary, the mother of Mr. Oliver and Mr. Stephen Gates), succeeding Mdme. Jacobs. Mr. and Mrs. Oliver Gates (the once well-known lapidaries in Pool Valley, whose shop was absorbed by Brill's Baths Company), long kept the Towers of the first pile, and were succeeded by Mr. and Mrs. Stephen Gates, the former being at one time in the employ of the late Sir James Brooke, Rajah of Sarawak. It may be of interest to state that Mrs. Gates once had the honour of weighing the Right Hon. W. E. Gladstone. The venerable Statesman "turned the scale" at 12 stone 9 lb.

Mr. and Mrs. John Terry (parents of Miss Ellen Terry, so long associated with the Towers of the fourth pile), who succeeded the Hardhams, were noted for their excellent cherry brandy. They had dispensed liquors on the Pier for many years without being required to take out a license, as the site was upon the "high seas"; but in 1872, the Pier became within the Licensing Magistrates' jurisdiction, and a license had to be taken out, which was granted to Mrs. John Terry, and subsequently to Miss Terry, who held it up to the closing of the Pier. This pleasant and much-esteemed lady introduced to the Pier, some seven years ago, a pair of pigeons, who nested under the floors of the second and third piles, and were the parents of a numerous progeny; but, after the recent burglary at Miss Terry's Towers, the birds were missing. (Since the above was written, Mr. T. G. Leggatt

has kindly furnished us with the following interesting information:—On the Monday morning after the fall of the Pier, at about nine o'clock, a pair of pigeons was seen circling several times round the remaining ruined pile and Towers, and seemed at times desirous of alighting; but, as if scared by the unwonted aspect of the spot, at last flew disconsolately landward, and disappeared over the houses of the Marine Parade. The birds were "old birds," full grown, and were, no doubt, some of those whose absence was noted after the recent burglary at the Towers occupied by Miss Terry. Mr. Leggatt has since informed us that the birds have been seen since Monday to alight upon the ruins of the pile.)

The large room now occupied as a Bazaar was at one time intended for use as a Waiting Room; but after a while this idea was abandoned, and it was let as a Bazaar to a Mons. Langlois, whose successor was Mr. Alfred Penny. The present proprietor is Mr. Hugh Snelling, whose age, 83, makes him an easy senior over all those who have till lately been in any way connected with the Pier. Mr. Snelling has officiated as Secretary to the Pier for about 28 years.

It may be added that the whole of the cement used in connection with the erection of the Pier was supplied by Messrs. Goble and Son (of the Amberley Works, Houghton Bridge), the respected grandfather and father of Mrs. Markwell, of the Royal Hotel, Brighton.

About thirty years ago it was found that the Towers, &c., of the fourth pile were, to a certain extent, sinking, and means were successfully taken by Sir William Lawrence (at one time Lord Mayor of London) to raise them. The anchorage of the great chains of the Pier-head had been for many years in a somewhat doubtful state, and they were patched, near the surface of the rock, with cables of various sizes.

We are also indebted to the above-mentioned ladies for the names of some of those whom they knew as the more NOTABLE VISITORS TO THE PIER:—

The Pier had, in the course of its long duration, been visited by many distinguished and notable people. British

and Foreign Royalty had trod its deck on several occasions. Among other Royal visitors may be mentioned Queen Emma, of the Sandwich Islands; the late Shah of Persia; and the late ex-Queen Isabella of Spain; and Princess Mary (now the Duchess of Teck). Others who have been upon its now deserted ways were the late Bishop (Wilberforce) of Oxford, Archbishop Tate, Baron Channell, the late Duchess of Sutherland, the late Duchesses of Norfolk and Westminster, and the present Duke and late Duchess of Argyll, the "old" Duke of Devonshire, Mr. Gladstone, on more than one occasion, and Prince Louis Napoleon, afterwards Emperor of the French. Lord Palmerston, Rev. Sydney Smith, Colonel Eld, Master of the Ceremonies, Mr. and Mrs. Sims Reeves, Mr. Harrap, Horace Mayhew, Harrison Ainsworth, William Black, Major Lowe, Captain Livesay, the late Sir Robert Peel, Sir George Leith, Miss Mary Anderson (now Madame Navarro), the late G. A. Sala, &c.

BIOGRAPHICAL NOTICE

OF

Sir Samuel Brown, Kt., K.H.*

In association with the history of the Brighton Chain Pier, it is only fitting that some notice of the career of its skilful designer and constructor should be given. He was the eldest son of Mr. William Brown, of Borland, county Galloway, by a daughter of the Rev. Robert Hogg, of Roxburgh, and was born in London, in 1776. He entered the Navy in June, 1795, as A.B. on board the Assistance, 50 guns, Captain Henry Mowatt, in which ship he continued to serve as midshipman, master's mate, and acting lieutenant on the Newfoundland and North Sea Stations, until 1801, serving with some distinction during the French war. Under Captain Mowatt he witnessed the surrender, 28th August, 1796, of the French 36-gun Frigate Elizabeth to the Topaze, 36 guns, one of a squadron commanded by Vice-Admiral Sir George Murray; and in the summer of 1800, under Captain Hall, he brought the Duke of Kent from Halifax to England. He was confirmed into the Irresistible 74, attached to the Fleet in the Channel, 6th November, 1801; was next appointed, 5th July, 1803, to the Royal Sovereign 100, Captains Richard Curry and Pulteney Malcolm, one of whom he accompanied to the

* Compiled from "O'Byrne's Naval Biography" 1849. "Dictionary of National Biography," &c., &c.

Mediterranean; there removed, 15th March, 1804, to the Kent 74, Captain John Chambers White; and on 30th January, 1805, joined as First-Lieutenant the Phœnix, of 42 guns and 145 men, Captain Thomas Baker. On the 10th August following, Mr. Brown was present in the brilliant action which rendered the French frigate Le Didon, of 46 guns and 330 men, a prize to the Phœnix, after a furious action of three hours and a half, which cost the former a loss of 27 killed and 44 wounded, and the latter of 12 killed and 28 wounded; yet were six years suffered to roll away before he was awarded that promotion to which, as second in command on an occasion of such heroic gallantry, he was so pre-eminently entitled. After sharing, on November 4th, in the same year, in Sir Richard Strachan's action off Ferrol, and capturing four of the French line of battle-ships that had escaped from Trafalgar, and receiving for that service the war-medal, he was transferred, with Captain Baker, to the Didon, which ship had been added to the British Navy. He was subsequently appointed, 23rd August, 1806, to the Impérieuse 38, Captains Lord Cochrane and Alexander Skene, employed in the Channel; and, for short periods, 28th December, 1807, and 14th November, 1809, to the Flore 36 and Ulysses 44, the latter commanded by the Hon. Warwick Lake. He was ultimately advanced to the rank of Commander 1st August, 1811; and on the 18th May, 1812, unable to procure further promotion, he accepted the rank of Retired Captain. In January, 1835, King William IV. made him a Knight (3rd Class) of the Hanoverian Guelph Order. He attained the rank of Knight Bachelor in 1838, and in that year Queen Victoria also conferred upon him the honour of Knighthood. He married 14th August, 1822, Mary, daughter of Mr. John Hume, of Edinburgh, Writer to the Signet.

Sir Samuel Brown's chief reputation was gained as an engineer. He invented an improved method of manufacturing links for chain cables, which he patented in 1816, conjointly with Philip Thomas; and the experiments which he carried out led to the introduction of chain cables into the Navy. He also patented in 1817 improvements in suspension bridges, the patent including a special sort of link which enabled such bridges to be constructed on a larger scale than had ever before been possible. The first large suspension bridge which was erected under his auspices was the Union Bridge across the Tweed, near Berwick (which was commenced in 1819, and finished in 1820), a picture of which, painted by Alexander Nasmyth, before the erection of the bridge, in order to see what it would be like when completed, was, and probably is now, in the possession of the Society of Arts. Captain Brown's principle was also used by Telford in the suspension bridge across the Menai Straits. It may also be mentioned that the Captain erected a Pier at Newhaven (Leith, near Edinburgh), a Bridge at Heckham, and supplied the ironwork for Hammersmith Suspension Bridge. But, unquestionably, the greatest effort of his genius was the construction of the Brighton Chain Pier, which was erected in 1823, in the face of exceptional difficulties, in less than twelve months, and which, after standing for nearly three-quarters of a century, was destroyed, amidst general regret, by the fearful storm of December 4th, 1896. In addition to his inventions connected with chains and cables, Captain Brown took out numerous other patents (ten in all) most of them for matters connected with naval architecture or marine engineering. Sir Samuel Brown died on the 13th March, 1852, at his residence, Vanbrugh Lodge, Blackheath, leaving a widow but no issue.

No engraving of a portrait of Sir Samuel Brown is, so far, known to be in existence, although it has been said that a full-length picture in oil has been seen, and may still exist, in the possession of one of his nieces who is now living in one of the Colonies. The following description of Sir Samuel Brown has, however, been given us by Miss Sarah Gurr:—He was of medium height; not stoutly built; had a ruddy complexion, and his hair was iron grey. Owing to some injury or defect, he walked somewhat limping with the assistance of a stick. In his latter days, he was frequently to be seen on "the Front," drawn about in a hand-chair.

During the construction of the Chain Pier Captain Brown resided at 48, Marine-parade.

INDEX.

(A)

Accidents, 13.
Act of Parliament, 7, 18.
Aquarium Act, 45.
Agreement between Aquarium Company and Chain Pier Company, 46.
Antheum, Notice of, 35.
Anticipated revenue of Pier, 7.
Aquarium--Act of Parliament passed, 45; The Company and the Corporation, 46; Opened in 1871, 45; Transactions with the Chain Pier Company, 45.
Artesian Well, bored for, 40.
Auction, wreckage sold by, 55, 56

(B)

Ball and Supper given by Captain Brown, 18.
Banks — Sussex County, 21; Brighton Union, 23.
Baptism of "wind and wave," 11.
Bass's soap-boxes, 22.
Baths, 26; at Pier Head, 26.
Belgians, Visit of Queen Victoria to the King and Queen of, 39
Bell rung in foggy weather, 12.
Biographical Notice of Sir Samuel Brown, 65.
Birthday Storm of 1824, 24.
Blowing up of John o'Gaunt, 40.
Board of Trade, conditions enforced by the, 48.
Body, Miss, eye-witness of final scene, 51.
Breakwater—Abandonment of, 9; under consideration, 30; floating ditto, 31.
Brown, Capt. (afterwards Sir Samuel)--Biographical Notice of, 65; death of, 42.
Brunswick Town, 27.
Building of the Sea Wall, 9.
Buoys—Anchoring of, 10; constructed at Shoreham, 10; damaged, 13.
Burglary at Miss Terry's Towers, 62.

(C)

Camera Obscura, 26.
Castle-square opened for vehicular traffic, 1825-26, 27.
Central Pier, 52.
Change of Site, 9.
Close of the Pier, 49.
Closing years of the Pier, 44.
Coal, scarcity of, in 1812, 5.
Coins and documents supposed to be embedded in the foundation pile, 58.
Commemoration Medal, 1824, 20
Consort, Prince, 37, 39.
Construction of Pier, change of site, 9; details of, 14.

INDEX (*continued*).

Contractor for Pier, 9.
Curious Ceremonial (New Grant), 42.

(D)

Damage,—to booths on the Race Hill by a water spout, 42; to Pier in 1833, 32; in 1836, 33.
Death—of Sir Samuel Brown, 42, 67; of John Nicholas Payne, 47.
Deed of Covenant, 9.
Destruction of Pier, 50.
Details of Construction, 12, 14.
Development of the Eastern Sea Front, 45.
Directors, the Last, 49.
Disembarkation, of Queen Victoria, 37; of Royalty, 1829, 28.
Display of fireworks, 18, 44.
Discovery of the Foundation Pile, 58.
Dissolution of Company, 49.
Diving Exhibitions, 40.
Documents, handed over to the town, 49.
Dolphins (buoys), damaged, 13.
Donkey, for raising water, 15.
Duke of Wellington, 9.

(E)

Eld, Colonel, M.C., 30, 36, 38.
Electric Railway, partly wrecked, 53.
Elephant's teeth discovered, 26.
End of the Pier by Storm, 50.
Enfranchisement of the Pier, 48.
Engineer, Superintending, 9.
Entertainments at Pier Head, 40.
Erection, of Madeira-terrace and Esplanade, 45; of a Pier at Newhaven (Leith), 67.
Esplanade road completed, 12.
Estimated revenues, 7.

(F)

Final, Meeting of the Proprietors, 49; Distribution of assets, 49.
Fireworks, 21, 29, 44.
First, Brighton and Hove Regatta, 43; Royal Disembarkation, 28; Toll paid, 18; Visit of Queen Victoria, 35.
Fitzherbert, Mrs., 28.
Floating Breakwater project, 31.
Flooring completed, 12.
Fogden, Edward, shipwright, 54, 61, 62.
Footpaths—Middle-street to West-street, 5; Ship-street to Middle-street, 4.
Formation of the Pier, 2.
Foundation Pile, discovery of, 58
Front in 1821, 4.

(G)

Gales, and storms, 1, 10, 11, 13, 24, 32, 33, 42, 44, 48, 50.
Gap, near Manchester-street, 8.
Gates, reminiscences of family, 62; Mrs. Stephen, occupier of Towers of fourth pile, 61.

INDEX (*continued*).

General Steam Navigation Company, 26.
German Spa, 29.
Gladstone, Right Hon., W. E., 64; on weighing machine, 62.
Ground, gift of, 6.
Groyne, Ship-street, 3.
Guns, fired from Pier, 28; fired on Her Majesty's arrival, 35.
Gurr, Mr., reminiscences of, 61.

(H)

Harbour, intended 31.
"Hard Times," 22.
Hardham, Mr. and Mrs., Tower keepers, 62.
Haynes, Mr., silhouette cutter, 62.
Her Majesty's first visit to Pier, 35.
High Constable, 16, 36, 37, 38, 44.
His Majesty George IV., 15, 20.
Hotels, Albion, 25, 27; Gun, 4; Harrison's, 4; Old Ship, 4, 16; Markwell's, 4, 27; Star and Garter, 4; York, 10, 27, 28
Hume, Joseph, M.P., 9, 23, 31, 36.
Hurricane, of 1836, 33.
Hyams, lady Tower keepers, 62.
Hyperion frigate, 28, 29.

(I)

Illuminations, 20, 28, 36, 39.
Improvements in suspension bridges, 67.
Increase of continental passenger traffic, 22.
Injury to the Pier in 1833, 32.
Invention of improved method of manufacturing links for chain cables, 67.
Issue of annual subscription tickets, 26; of notes, 21; of tickets, 12, 16.

(J)

Jacobs, Mdme., Tower keeper, 62
John o' Gaunt, blowing up of, 40.
Junction road, formation of, 27.

(K)

Kemp, Thomas Read, 6, 8, 17.
Kemp Town—commenced, 27; isolated, 35.
King William IV. and Queen Adelaide's Visit to Brighton, 1830, 28.
King's-road Battery, 27.
Knighthood of Captain Brown, 38, 66.

(L)

Lamp burnt nightly, 12.
Leggatt, Mr., killed, 34.
Lords of the Manor, 42, 46, 47.
Library, 23.

(M)

Manorial Rights relinquished, 7.
Marine Palace and Pier, 6.
Marine Palace Company, 47.
Marine Parade widened, 27.

INDEX (*continued*).

Marriage of Capt. Brown, 66.
Master of Ceremonies, 30.
Matthews, Geo., Notice of, 61.
Measurements of Pier, 14.
Medal, struck in 1824, 20.
Meeting held and subscriptions opened to repair damage, 33.
Mortgage, £1,000 raised, 23.

(N)

Nails, brass, used for Pier, 15.
Narrow escape of two gentlemen from death, 34.
Nautilus, sailing packet, 22.
New Grant by Lords of the Manor, 42, 47; sea wall, 27; Toll House erected, 25.

(O)

Opening, ceremonial, 15; of Aquarium, 45; of Chain Pier, 13; of West Pier, 44.
Original entrance, 15; situation of Pier, 6.
Ornaments at entrance carried away by storm, 25.
Over-building of Brighton, 34.

(P)

"Passing" of the Pier, 50.
Patents by Capt. Brown, 67.
Payment to Lords of the Manor for Enfranchisement, 48.
Payne, John Nicholas, 42, 43, 47.
Piecework for pile drivers, 15.
Pier Master, 26.
Pier, taken possession of by the Lords of the Manor, 42.
Pigeons, missing, 63.
Piles, completion of first cluster, 11; foundation pile discovered, 58; twisted, 34.
Pool Valley flood, 42.
Popularity of Pier, 25.
Presentation to Capt. Brown, 19.
Price, William, shipwright, 61.
Prince of Wales, 38.
Proclamation by Town Crier, 18.
Procession at opening, 16.
Progress and Popularity, 25.
Projected plan for a Pier in 1820, 6.
Promotion of the Pier, 6.
Prospectus, 6, 7, 9.
Punts for packet passengers, 3.
Purchase-money paid by the Marine Palace and Pier Company, 47.

(Q)

Queen, Adelaide, 28; Emma of the Sandwich Islands, 64; Victoria's disembarkation, 37; first visit, 35; re-embarkment for Ostend, 39; visit to King and Queen of Belgians, 39.
"Quentin Durward," 22.

(R)

Race Hill, water-spout burst, 42.
Railway, introduction of, 35; to Brighton, 39.
Rapid steam packet, 22.

INDEX (*continued*).

Ratty family, 22; toll house taken down, 46; reminiscences of, 61.
Record day in attendance in 1844, 40.
Regatta, first Brighton, in 1853, 43; second, 44.
Reminiscences of the Pier, 61.
Removal, further east, 10; of the old toll houses, 46.
Reports from Trinity Pier Company, 8.
Revenue anticipated, 7.
Rights asserted by Lords of the Manor, 42.
Rock, chains embedded in, 14.
Road, to Shoreham opened, 5; south of Aquarium completed, 46.
Royal visitors, 35, 64.
Royal disembarkation, 1829, 28.
Russell House, 25, 26.

(S)

Sailing Packets, 3, 22.
Sale—by tender, 50; of waste materials, 1823, 12; of wreckage, 56.
Scarcity of coal in 1812, 5.
Sea wall – building of, 9; damaged, 11; from Junction-road, 46; torn down, 25.
Sea trips, 26.
Seizure of the Pier by the Lords of the Manor, 43.
Severe winter in 1824, 21.
Sheriff's Court held in 1871, 46.
Signal gun fired, 28.
Site, change of, 9.
Smith's Brighton Harbour, 31.
Snelling, Mr., 23, 49, 63.
Stability—of structure, 13; of Towers after final storm, 56.
Steam vessels put on the station 1825, 25.
Steine, first lit by gas in 1824, 27; newly enclosed, 27.
Storms and gales, 1, 10, 11, 13, 24, 32, 33, 42, 44, 48, 50.
Streets, roads, &c.—Adelaide-crescent, 35; Black Lion-street, 5; Brunswick-square, 27; Brunswick-terrace, 27; Castle-square, 5, 21, 27, 31; East-street, 5; East-parade, 6, 8; Goldstone-bottom, 59; Junction-road, 27, 46; Lansdowne-place, 35; Little East-street, 5; Madeira-road, 45; Madeira-terrace, 45; Manchester-street, 8; Marine-parade, 14, 24, 26, 27, 41, 42, 52, 63, 68; Middle-street, 3; New-steine, 27, 34, 52; North-street, 5; Old Shoreham-road, 59; Old-steine, 6, 16; Palmeira-square, 35; Pool-valley, 10; Ship-street, 3, 5, 18; The Steine, 8, 10, 24, 27, 29, 39.
Structure, stability of, 13; out of the perpendicular, 49.
Subscribers, first, 9.

INDEX (*continued*).

Subscription opened to repair damage, 33, 34.
Suspension bridge, 12.
Suspension rods, 15.
Sussex County Bank, 21.

(T)

Taylor's Breakwater, 31.
Teeth of Asiatic elephant discovered, 26.
Terry family, 61, 62.
Thomas, Captain Frederick Jennings, R.N., projector of a Pier and Breakwater, 7.
Towers—26; began to rock in 1836, 34; fall of, 52; shops let, 23; sinking, 63; third pile forced out of perpendicular, 32.
Town Act of 1825, 6.
Town Crier, 18.
Town Meeting—in 1821, 5; in 1822, 8.
Transference to the Marine Palace and Pier Company, 47.
Treadmill (water-wheel), 15.
Tugs, 3.
Tyroleans, engaged to perform on German guitars, 24.

(U)

Union Bank, 23.
Union steam packet, 22.
Unloading of coal in front of the town, 5.
Unwelcome visitor, 41.

(V)

Valuation of land, the site of the old toll houses, &c., 46.
Vessels, illumination of, 39.
Visits of Duke and Duchess of Clarence to Pier, 28; George IV. to Brighton, 20; of Queen Victoria to the Pier, 35.

(W)

Want of provisions, 5.
War-medal received by Sir Samuel Brown, 66.
Warner, Captain, inventor of explosive shell, 40.
Waterspout of 1848, 41.
Water-wheel, machinery unearthed, 46; removed by wind and waves, 25.
Wellington, Duke of, 9.
Wells sunk on the Marine-parade, 41.
West Pier, opening of, 44.
Whirlwind of 1848. 41.
Wilson, F. W., eye-witness of destruction of Pier, 51.
Worthing, excursion, to by Queen Victoria, 39.
Wreckage, accumulation of, 53; sale of, 55.

(Y)

York, Duke of, 15, 20.

APPENDIX.

APPENDIX.

Deed of Covenant

BETWEEN CAPTAIN BROWN, R.N., AND OTHERS FOR PAYMENT OF THEIR SUBSCRIPTIONS TO THE BRIGHTON PIER UNDERTAKING.

This Indenture made this 1st day of May in the year of our Lord 1822 BETWEEN SAMUEL BROWN Esquire a Commander in the Royal Navy GEORGE CRICHTON CHARLES MALCOLM ROBERT SEPPINGS GABRIEL GILLETT G. E. GILLETT W. S. GILLETT HUGH EDWARDS THOMAS ATTREE STEPHEN T. HODD SIR PULTENEY MALCOLM JOSEPH HUME EDWARD CODRINGTON THOMAS WEST ROBERT ROLLES of the one part and FREDERICK COOPER of Brighthelmston in the County of Sussex Gentleman of the other part

Whereas a Bill is at present before Parliament for incorporating the several persons parties hereto of the first part and certain other persons who have subscribed and such other persons as shall hereafter subscribe to the undertaking hereinafter mentioned into a Company with powers to construct erect maintain and support a Suspension Pier at Brighthelmston in the County of Sussex and other works connected therewith

And whereas the expence of constructing erecting and finishing the said Suspension Pier and other works hath been estimated at the sum of £27000 and it is hereby agreed by and on the part of the said CAPTAIN SAMUEL BROWN that the said Pier and other works shall be completed and finished for the aforesaid sum of £27000 within the time set forth in the Bill now pending in Parliament

And whereas it is intended in case the said Bill shall pass into a law that the said sum of £27000 shall be raised by subscription in Shares of £100 each

And whereas the said Samuel Brown George Crichton Charles Malcolm Robert Seppings Gabriel Gillett G. E. Gillett W. S. Gillett Hugh Edwards Thomas Attree Stephen T. Hodd Sir Pulteney Malcolm Joseph Hume Edward Codrington Thomas West Robert Rolles have severally subscribed to so many Shares in the said undertaking as are set opposite to their respective names in the Schedule hereunder written and such Shares amount together to the sum of £22,000 which exceeds four-fifths of the said sum of £27,000

Now these Presents witness and each of them the said Samuel Brown George Crichton Charles Malcolm Robert Seppings Gabriel Gillett G. E. Gillett W. S. Gillett Hugh Edwards Thomas Atttee Stephen T. Hodd Sir Pulteney Malcolm Joseph Hume Edward Codrington Thomas West Robert Rolles doth hereby for himself his heirs executors and administrators covenant promise and agree to and with the others of them jointly and severally and their several and respective executors and administrators and also to and with the said Frederick Cooper his executors and administrators that in case an Act of Parliament shall pass during the present Session or during the next Session of Parliament for incorporating the persons who have subscribed or shall subscribe to the said undertaking with powers to construct and erect such Suspension Pier and other Works connected therewith as aforesaid then and in such case they the said Samuel Brown George Crichton Charles Malcolm Robert Seppings Gabriel Gillett G. S. Gillett W. S. Gillett Hugh Edwards Thomas Attree Stephen T. Hodd Sir Pulteney Malcolm Joseph Hume Edward Codrington Thomas West Robert Rolles or their several and respective heirs executors or administrators shall and will within the space of 21 days next after the said Act of Parliament shall have been passed well and truly pay or cause to be paid towards carrying the said undertaking into effect such sums of money as are set opposite to the respective names of the said Samuel Brown George Crichton Charles Malcolm Robert Seppings Gabriel Gillett G. E. Gillett W. S. Gillett Hugh Edwards Thomas Attree Stephen T. Hodd Sir Pulteney Malcolm Joseph Hume Edward Codrington Thomas West Robert Rolles in the Schedule hereunder written

Provided always that nothing herein contained shall bind or oblige the said Samuel Brown George Crichton Charles Malcolm Robert Seppings Gabriel Gillett G. E. Gillett W. S. Gillett Hugh Edwards Thomas Attree Stephen T. Hodd Sir Pulteney Malcolm Joseph Hume Edward Codrington Thomas West Robert Rolles or any of them or their or any of their heirs

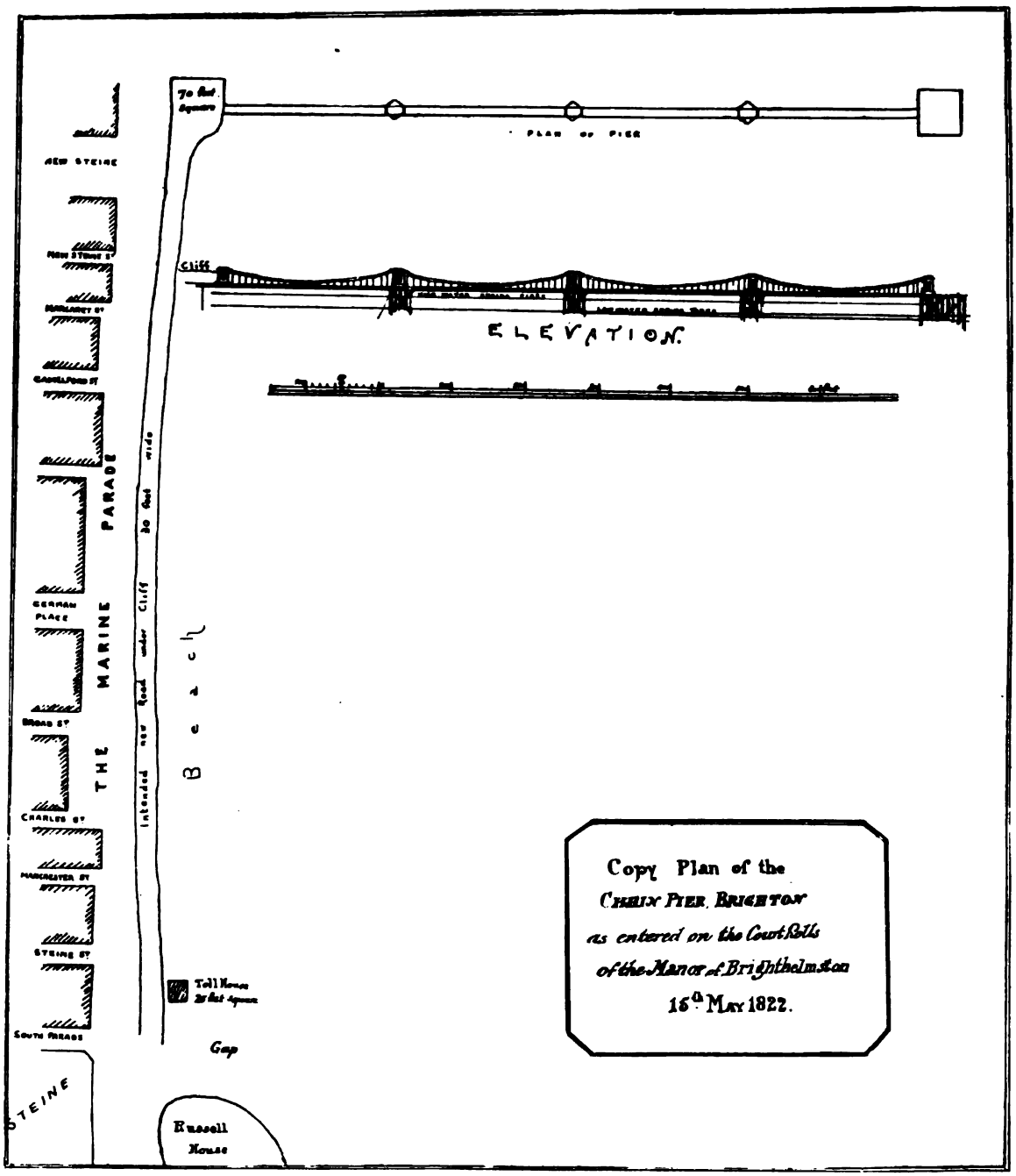
executors or administrators to pay any more than the sums so subscribed for by them as aforesaid or at any other times or by any other instalments than the same may be called for under the provisions of the said Act

In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

		No. of Shares	£			No. of Shares	£
Wellington	(LS)	3	300	Samuel Knight	(LS)	4	400
Egremont	(LS)	3	300	John Ravenhill	(LS)	2	200
Charles Malcolm for John Malcolm	(LS)	3	300	Mattw. Smith	(LS)	1	100
W. M. Brown for himself and others	(LS)	172	17200	William Slade	(LS)	10	1,000
Geo. Crichton...	(LS)	3	300	Edwd. Codrington	(LS)	3	300
Charles Malcolm	(LS)	5	500	Thomas West	(LS)	2	200
Rt. Seppings	(LS)	3	300	Montague Burgoyne	(LS)	1	100
Gabl. Gillett	(LS)	1	100	Elizabeth Burgoyne	(LS)	1	100
G. Gillett for G. E. Gillett ...	(LS)	1	100	Elizabeth Blockett	(LS)	1	100
Hugh Edwards	(LS)	1	100	Frances Ongley	(LS)	1	100
Thos. Attree	(LS)	1	100	Henry Bycroft	(LS)	2	200
Stephen T. Hodd	(LS)	1	100	Robert Wigney	(LS)	1	100
Rob. Rolles	(LS)	1	100	Wm. D. Jervis	(LS)	1	100
H. E. Malcolm	(LS)	3	300	Thos. Walford	(LS)	2	200
Joseph Hume...	(LS)	3	300	Tho. Read Kemp	(LS)	2	200
Mary Brown	(LS)	1	100	Thos. West for D. D. Smith	(LS)	2	200
J. Parkinson	(LS)	1	100	Mrs. Trail per Thos. West	(LS)	1	100
Hy. Thomson	(LS)	1	100	John Miles	(LS)	10	1,000
John Brown, J.P.	(LS)	1	100	Saml. Lenox and Co. ...	(LS)	1	100
John Nichols	(LS)	3	300	For Edwd. Walls Sam. Brown	(LS)	5	500
Fanny Wright	(LS)	3	300	For William Miller Sam. Brown	(LS)	5	500
Mary Anne Knox	(LS)	3	300	Thomas West	(LS)	1	100
				Harriet Field per W. C. Hood	(LS)	3	300

Sealed and Delivered by the within-named THOMAS ATTREE STEPHEN T. HODD ROBERT ROLLES and THOMAS WEST in the presence of

C. EWENS Clerk to Messrs. ATTREE and COOPER Solicitors Brighton.


PLAN OF PIER
Cliff
ELEVATION
NEW STEINE
NEW STEINE ST
MARGARET ST
CASTELFORD ST
GERMAN PLACE
BROAD ST
CHARLES ST
MANCHESTER ST
STEINE ST
SOUTH PARADE
THE MARINE PARADE
Intended new Road under Cliff 30 feet wide
Beach
Toll House
Gap
STEINE
Russell House
Copy Plan of the
CHELTENHAM PIER, BRIGHTON
as entered on the Court Rolls
of the Manor of Brighthelmston
15th May 1822.

Original Grant of Site of the Pier

BY THE LORDS OF THE MANOR TO CAPTAIN SAMUEL BROWN.

Manor of Brighthelmston
to wit.

A GENERAL COURT BARON of CHARLES SCRASE DICKINS and THOMAS READ KEMP, Esquires, Lords of that part of the said Manor of which no division was made in the cause of Sparrow and Friend, there holden the Fifteenth day of May, in the third year of the Reign of our Sovereign Lord George the Fourth, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, and in the year of our Lord, One thousand eight hundred and twenty-two, before THOMAS ATTREE, Gentleman, Steward to the said Charles Scrase Dickins, and GEORGE HOPER, Gentleman, Steward to the said Thomas Read Kemp.

Reeve, WILLIAM MURRELL, Appears.
Homage, BEACH ROBERTS, JOHN POCOCK, JOHN KNAPP, Sworn.

Here follows Ground Plan of Pier and Elevation, together with Scale. SEE PLATE ANNEXED.

Whereas SAMUEL BROWN, Esquire, a Commander in His Majesty's Navy, is about to apply to Parliament for an Act for building, erecting, and maintaining a SUSPENSION CHAIN PIER and certain other Works connected therewith, at Brighthelmston, in the County of Sussex. NOW in order to promote the undertaking of the said Samuel Brown, if he shall succeed in obtaining the said Act of Parliament, at this Court the Lords of the said Manor, by the said Stewards, with the consent of the Homage, Grant out of their hands to the said Samuel Brown a Piece of Land, part of the Waste of the said Manor, situate below the Cliff on the South side of the New Steine, in Brighthelmston aforesaid, containing in width from East to West, adjoining the said Cliff, seventy feet, and extending Southward from the said Cliff to Low Water Mark at the lowest Spring Tides, and contracting Southward to the dimensions specified in the Plan now produced and intended to be drawn in the margain of the entry, and also of the copy of the Grant now made for the purpose of setting up and erecting a Chain Pier of Suspension, according to certain plans or designs made by the said Samuel Brown, together with liberty to drive into the ground or otherwise fix such piles, posts, and standards at such places on the said Beach above the said Low Water Mark and within one hundred and fifty feet of each side of the said intended Pier, as shall be from time to time assigned by the Lords of the said Manor or their Stewards for the time being, by any writing under their hands, to be recorded in the Court Books of the said Manor, for the purpose of fixing and supporting cables, chains, and booms to prevent Ships and Vessels from running upon or coming in contact with the same intended Pier. AND also all that Piece of Land, other part of the Waste of the said Manor, also situate below the Cliff, extending from the North West end of the Piece of Land before mentioned to the East side of the Gap leading to the Beach at the South end of the Old Steyne, and containing in width at the East end thirty feet and at the West end thirty feet, the South side forming a line as described in the said Plan, for the purpose of making a Road and Promenade to the said intended Pier. AND also all that other Piece of Land twenty-five feet square, adjoining to the South end of the secondly described Piece of Land, for the purpose of erecting a Lodge, not exceeding in height the level of the road on the Marine Parade. ALL which three Pieces of Land are more particularly delineated in the said Plan, except and always reserved out of the Grant now made to the Lords and Ladies of the said Manor for the time being, and their Stewards and agents and all persons employed by them, the full and free liberty of carriage way and passage over the road intended to

be made on the secondly described Piece of Land, and from thence over the Northern end of the said first described Piece of Land to the Beach beyond it, and also under the said intended Pier. TO have and to hold the said Pieces of Land and premises unto the said Samuel Brown, his Heirs and Assigns (except as aforesaid), subject to the proviso after mentioned by copy of Court Roll, at the will of the Lords according to the custom of the said Manor, by the yearly rent of 6d., payable at Michaelmas, by the payment of 6d. for a Heriot certain on the death of every Tenant dying seized of the said premises, and on every surrender made thereof. AND also by the payment of 6d. for a fine certain on every admission thereto, and by fealty Suit of Court and such other customs and services as are due and of right accustomed to be done and performed by the other Copyhold Tenants of the said Manor.

Provided always that if the said Samuel Brown, his Heirs or Assigns, or any person or persons employed by him, them, or any of them, or acting under any power or authority derived from him, them, or any of them, or from or under any Act of Parliament to be obtained for the purposes aforesaid, shall set up or erect, or permit or suffer to be set up or erected, any erection or building upon any part of the said Pieces of Land, other than and except the said intended Pier of Suspension, the Column thereof, and the arches and walls necessary to form the road or way thereto, and such other works as may be necessary for securing the same. AND also other than and except an Office for a Secretary and a Lodge for the Collector in the front of the said Pier, and an Entrance Gate to the said road and Lodge thereto, such Lodge not exceeding in height the level of the road on the Marine Parade, without the consent in writing of the Lords of the said Manor, or their Stewards for the time being, to be recorded in the said Court Books, or shall make any deviation in any of the said works, erections, or buildings, from such plan without such consent in writing as aforesaid, or shall permit or suffer anything that may be a nuisance to the neighbourhood to be and remain on the said Pieces of Land for one month after notice from the Lords of the said Manor for the time being, or their Stewards, to remove the same, or if an Act of Parliament for carrying into effect the said undertaking shall not be passed before the First day of September, One thousand eight hundred and twenty-three, then and in any of the said cases the Grant now made shall be void to all intents and purposes whatsoever. AND the said Samuel Brown is admitted Tenant thereof in form aforesaid and pays to the Lords a fine of 6d. and his fealty is respited.

Exd. THO ATTREE, Stew$^{d.}$

ANNO TERTIO

GEORGII IV. REGIS.

Cap. cii.

An Act for erecting and maintaining a Chain Pier and other Works connected therewith, at the Town of *Brighthelmston* in the County of *Sussex*. [5th *July*, 1822.]

WHEREAS the Town of *Brighthelmston*, in the County of *Sussex*, is situate in or near the Centre of an extensive Bay, which is subject to a heavy Surf, so as frequently to render it inconvenient and at Times dangerous for Mariners and other Persons to embark and disembark in and from Boats or Vessels: And whereas the said Town is a Place of great Public Resort, not only for Persons passing and repassing to and from *France*, but likewise for Persons frequenting the same as a Watering Place; but there is at certain Times and Seasons great Difficulty in landing and shipping Passengers, Goods, Wares, and Merchandize, for the Want of a Landing Place for that Purpose: And whereas the erecting and maintaining a good and sufficient Suspension Pier and Landing Place, with the Works necessary for completing and perfecting the same, would be of Benefit and Convenience to the Inhabitants of the said Town and Neighbourhood and Persons resorting to the said Town, and would be of Public Utility; but the same cannot be carried into Effect without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That Vice Admiral Sir *Pulteney Malcolm* K. C. B., Rear Admiral Sir *Edward Codrington*, Captain *Samuel Brown*, Captain *Charles Malcolm*, Sir *Robert Seppings* Knight, *George Crichton*, *Gabriel Gillett*, *G. E. Gillett*, *W. S. Gillett*, *Hugh Edwards*, *Joseph Hume*, *Thomas Attree*, *Stephen T. Hodd*, *Robert Rolles*, *M. Brown*, *Thomas West*, *John Miles*, and Sir *Henry Rycroft* Knight, together with such other Person or Persons, and Body or Bodies Politic or Corporate, as shall at any Time or Times hereafter be possessed of one or more Share or Shares of and in the Pier, and other Works to be constructed and made by virtue of and under the Authority of this Act, and their several and respective Executors, Administrators, Assigns, and Successors, shall be and they are hereby united into and declared to be a Company, for the constructing, erecting, maintaining, and supporting a Suspension Pier and other Works requisite for the same, for the landing and shipping of Passengers, and lading and unlading of Ships and Vessels at *Brighthelmston* aforesaid, and for the other Purposes of this Act, according to the Directions and subject to the several Provisions, Regulations and Restrictions hereinafter contained, and shall for those Purposes be One Body Politic and Corporate, by the Name and Style of "The *Brighthelmston* Suspension Pier Company," and by that Name shall have Perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, plead and be impleaded, at Law or in Equity, and shall and may prefer and prosecute any Bill or Bills of Indictment against any Person or Persons who shall commit any Felony, Misdemeanour, or other Offence indictable by the Laws of this Realm, and by that Name and

Proprietors.

Description shall and may have full Power and Capacity to purchase, take, have, hold, and enjoy any Messuages, Lands, Tenements, and Hereditaments whatsoever, to the Use of themselves and their Successors, for the Purposes of this Act, notwithstanding the Statutes of Mortmain or any of them, or any other Law or Statute to the contrary thereof in anywise notwithstanding.

Company to build the Pier;

II. And be it further enacted, That it shall and may be lawful for the said Company to erect and support on or adjoining the land or shore opposite to the Centre of the *New Steine* at *Brighthelmston* aforesaid, a Pier of Suspension, not exceeding Thirty Feet in Width, for the embarking and disembarking, landing and shipping of Passengers, and of Horses, Cattle, and other live Stock, and lading and unlading Ships and Vessels, in such Manner and subject to such Rules and Directions as the Directors for the Time being of the said Company, or the major Part of them present at any Meeting or Meetings as hereinafter mentioned, shall deem necessary or expedient, and subject to the Provisions in this Act contained; and also that it shall be lawful for the said Company, and they are hereby required, to construct and build in a Workman-like Manner with Grey Lime Mortar a

and a Sea Wall.

Sea Wall of the Thickness of Five Feet at the least at the Base thereof, and to be built into the Chalk Rock to the Depth of Eighteen Inches at the least, and so that the said Sea Wall shall incline towards the North from the Line of the Base on the South thereof; and so that the said Wall shall not be less than Eighteen Inches in Breadth at the Top, and shall be carried or built so as to be on a Level with the Floor of the said intended Pier, and to be on the South at the Distance of Twenty-seven Feet at the least from the Sea Wall now erected at the Base of the Cliff; and the said Sea Wall so to be built as aforesaid shall extend from the *Old Steine Groyne* as far as that Point of the Cliff which is immediately South of the Centre of the *New Steine*, or such further Distance as may be deemed necessary, not exceeding Fifty Feet to the Eastward thereof.

Not to impede the Use of Steps opposite the New Steine.

III. And whereas there is now a Flight of Steps leading from the Top of the Cliff, opposite the *New Steine*, to the Sea Beach, for the Convenience and Accommodation of Foot Passengers resorting thereto; be it therefore enacted, That nothing herein contained shall extend or be deemed or construed to extend to impede or stop up such Flight of Steps, or otherwise prevent, hinder, or obstruct the Public Use and Enjoyment thereof from the *Marine Parade* Road to the Sea Beach as heretofore.

Company to make a Road and Foot Pavement.

IV. And be it further enacted, That it shall be lawful for the said Company, and they are hereby required, after forming such Sea Wall as aforesaid, to make or cause to be made between the said Sea Wall and Cliff a good and sufficient Carriage Road of the Width of Eighteen Feet at the least, running the whole Extent of the said Wall, being in the Length about Four hundred Yards, and extending from the *Old Steine Groyne* to the *New Steine* as aforesaid, so as to form a safe and commodious Access to and from the said intended Pier, and to lay down a Pavement made of Brick or Stone on the South Side of the same, of the Width of Nine Feet at the least, for Foot Passengers, and to cause such Foot Pavement to be bounded by a Curb-stone along the North Side thereof, and to cause the said Road and Pavement to be substantially fenced along the South Side thereof to a Height not less than Four Feet from the Level of the Pavement; and it shall be lawful for the said Company, and they are hereby required to make and construct sufficient Watercourses to keep the Road and Pavement aforesaid free from Water; and to cause all the present and future Drains that do now lie open or shall hereafter be made in front of the said Cliff, on the Line of the said intended Road, to be continued, so that the Water and Soil coming therefrom may pass under the said intended New Road, and through the said Sea Wall into or upon the Beach to the South Side thereof.

To set up Toll Bars.

V. And be it further enacted, That the said Company of Proprietors shall and may erect and set up a Toll Bar or Gate with a suitable Office for a Toll Collector at the Western Extremity of the said intended Road, and also shall and may erect and set up any Side Bar or Side Bars with a suitable Office for a Toll Collector at the Eastern Extremity or any other Part of the said intended Road, the Tops of such Offices and Gates or Bars, or either of them, not exceeding in Height Twelve Feet from the Level of the End of the said intended Road: Provided always, that the said Company of Proprietors or their Successors shall not erect or make any Warehouse, Shop, or other Erection on the Line of the said Road, between the *Old Steine Groyne* and the Eastern Extremity of the *New Steine*, except such Bars, or Gates and Offices as aforesaid.

The Works to be kept in Repair by the Company.

VI. And be it further enacted, That the said Company shall, from and after the several Works hereinbefore authorized to be made shall be completed and finished at their own Costs and Expence, cause the same to be for ever thereafter kept in good and sufficient Order and Repair, and also well and sufficiently lighted throughout the whole Length thereof.

May drive Piles for Booms, Chains, &c. 150 Feet from Pier.

VII. Provided also, and be it further enacted, That it shall and may be lawful for the said Pier Company, on any Part of the Site of the said intended Pier below Low Water Mark at the lowest Spring Tide, to drive down or fix Piles, Posts, or Standards at any Distance not exceeding One hundred and fifty Feet from either Side of the said Pier, and extending the whole Length of the same, for the Purpose of extending and supporting Chains, Cables, Booms, or other Barriers, to protect

protect and defend the said Pier against Damage by any Ships or Vessels running upon or coming in contact with the same; and to renew such Piles, Posts, or Standards, from Time to Time, as there may be Occasion.

May widen Pier to 30 Feet, but not alter its general Construction.

VIII. And be it further enacted, That if the said Pier shall be first constructed of a less Width than Thirty Feet, it shall and may be lawful for the said Pier Company to widen and extend the said Pier; provided that the said Pier, when so extended, shall not exceed in the Breadth thereof Thirty Feet, nor be so altered at any Time as to become other than a Pier of Suspension, or so as to prevent Carts and other Carriages passing under the said Pier between high and low Water Mark.

Proprietors to raise Money for erecting the Pier.

IX. And be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors to raise and contribute amongst themselves a competent Sum of Money for making and maintaining the said Pier, Road, and other Works and Conveniences belonging or requisite thereto, not exceeding in the whole the Sum of Twenty-eight thousand Pounds, save and except as herein mentioned; and the same shall be divided into Two hundred and eighty Shares of One hundred Pounds each, and the said Shares shall be and the same are hereby vested in the several Persons who have already subscribed, or who shall hereafter subscribe to such Shares respectively, and their several and respective Executors, Administrators, Successors, and Assigns, to their and every of their proper Use and Benefit, proportionably to the Sums they severally have contributed or shall contribute; and that all Bodies Politic and Corporate, and all other Persons, their several and respective Successors, Executors, Administrators, and Assigns, who have subscribed or shall severally subscribe for One or more Share or Shares, and shall pay such Sum or Sums as shall be demanded on account thereof, according to the Provisions in that Behalf hereinafter contained, towards carrying on and completing the said Pier and other Works and other the Purposes of the said Undertaking, shall be entitled to receive such a Share of the Profits and Advantages that shall and may arise and accrue by the Rates or Duties and other Sums of Money to be raised, recovered, or received by the said Company of Proprietors by the Authority of this Act, as shall be proportionate to their respective Shares and Interests in the Joint Stock of the said Company, after deducting the several Disbursements herein-after provided for.

Shares to be Personal Estate.

X. And be it further enacted, That all Shares in the said undertaking, and in the Joint Stock or Fund of the said Company, shall be and be deemed to be Personal Estate, and transmissible as such, and not of the Nature of Real Property.

Power to create new Shares of 100*l.* each.

XI. And be it further enacted, That it shall and may be lawful to and for any Number not being less than a Majority of the Proprietors of the Shares aforesaid, at any Special Meeting to be appointed and held in Manner herein-after mentioned, to authorize and empower the Directors to be appointed in Manner herein-after directed, to create, sell, and dispose of any Number of new Shares of One hundred Pounds each, of and in the said Undertaking, not exceeding One hundred and fifty Shares, to such Person or Persons, and in such Manner as they shall think proper; and the Purchaser or Purchasers of such new Share or Shares shall be, and shall be considered, deemed, and taken to be a Member or Members of the said Company of Proprietors, in the same Manner as if he, she, or they had been a Proprietor or Proprietors of any of the original Shares of and in the said Undertaking.

Subscribers possessing One Share of 100*l.* shall have One Vote at every General Meeting, &c.

XII. And be it further enacted, That all Bodies, Politic or Corporate and other Persons, being Proprietors as aforesaid, shall be entitled to One Vote at the several Meetings of Proprietors to be holden pursuant to this Act, in respect of each and every Share to which they shall be respectively entitled in the Joint Stock of the said Company; (provided nevertheless that no Proprietor or Proprietors although entitled to more than One hundred Shares shall have more than One hundred Votes;) which Vote or Votes may be given in Person or by Proxy or Proxies constituted under the Seal of such Body Corporate or Politic, or the Hand of such other Person or Persons, every such Proxy being a Proprietor in the said Undertaking; and every Question, Matter, or Thing that shall be proposed, discussed, or considered at any Meeting of the said Company of Proprietors shall be determined by the Majority of Votes; which Appointment of Proxy shall be in the Form and to the Effect following; (that is to say,)

'I of one of the Proprietors
'of the *Brighthelmston* Suspension Pier Company, and possessed of Share
'[*or* Shares] therein, do hereby nominate and appoint of
'to be my Proxy, in my Name and in my Absence to vote or
'give my Assent to or Dissent from any Business, Matter, or Thing relating to the same Under-
'taking that shall be mentioned or proposed at any Meeting of the said Company of Proprietors,
'in such Manner as my said Proxy shall think for the Benefit of the said Undertaking, or any
'thing appertaining thereto. In Witness whereof I have hereunto set my Hand, the
'Day of .'

XIII. And

30 GEORGII IV. *Cap.* cii.

Nomination of Directors.

XIII. And be it further enacted, That a Board of Directors consisting of not less than Five Persons, being Members of the said Company, shall be constituted and appointed, and from Time to Time kept up, for managing the Affairs and Business of the said Company; and that Captain *Samuel Brown*, *John Miles*, *Thomas Read Kemp*, Rear Admiral Sir *Edward Codrington*, Captain *Charles Malcolm*, *Thomas West*, and *George Crichton*, shall be, and they are hereby constituted and appointed Directors in the first instance; and the said Directors hereby appointed shall hold their First Meeting at such Time and Place as they or any Three of them shall appoint; and that the Directors for the Time being shall and may thenceforth meet at such Place or Places, and at such Time or Times as the major Part present at any Meeting of the Court of Directors (the whole Number present not being less than Three) shall deem convenient for executing the Powers vested in them by this Act; and that the Directors for the Time being, or any Three of them, so assembled aforesaid, shall be and constitute a Court of Directors for all the Purposes of this Act; and the Directors appointed by this Act, and to be appointed as herein-after mentioned, shall respectively continue in Office until others shall be chosen in their Stead, or until such Directors respectively shall die or decline to act, or shall have disposed of or become otherwise dispossessed of his or their Shares and Interests in the said Stock; and in the Room and Place of every such Director or Directors who shall so die or decline to act, or dispose of his or their Stock as aforesaid, there shall be appointed out of the Members of the said Company, by the majority of the Proprietors of the Joint Stock of the said Company attending at a Special Meeting of the said Company to be called for that Purpose (of which the Directors for the Time being are hereby required to give Ten Days Notice, by Advertisement in some One Newspaper usually circulated in the County of *Sussex*), some other Person or Persons to fill up the vacancy of such Director or Directors.

Their Meetings.

Directors dying, &c. how Vacancies shall be supplied.

Power of Directors, &c. to call for Accounts, and for Payments of Instalments upon Shares, &c.

XIV. Provided always, and be it enacted, That the said Directors or any Three or more of them shall have Power from Time to Time to call for all Accounts of Monies received, and of Monies laid out and disbursed for the Purposes of this Act, by the Receivers and other Officers and Persons employed under the Authority of this Act, and to make such Call or Calls for Money from the said Subscribers, their Successors, Executors, Administrators, and Assigns, according and in Proportion to the Amount of their respective Subscriptions, so that no Call shall exceed the Sum of Thirty-three Pounds Six Shillings and Eight-pence *per Centum* on the Sum or Sums so subscribed, and so that no more than Three Calls be made in One Year; and Thirty-one Days Notice at least shall be given of all such Calls, in such Manner as the said Proprietors or the Majority of them shall at the first or any subsequent General or Special Meeting decide; which Money so called for shall be paid to such Person or Persons and in such Manner as the said Directors shall from Time to Time appoint or order, for the Use of the said Undertaking; and the Owner or Owners of such Stock shall pay his, her, or their Proportion or Proportions of the Monies so called for as aforesaid, at such Time and Place and in such Manner as shall be appointed for that Purpose as aforesaid; and if any Person or Persons, or Body or Bodies Politic or Corporate, shall neglect or refuse to pay his, her, or their proportionable or rateable Part or Share, Parts or Shares of the said Monies to be called for as aforesaid, at the Time and Place to be appointed by the said Directors, the Person or Persons, Body or Bodies, Politic or Corporate, so neglecting or refusing to pay the same, shall forfeit the Sum of Fifty Pounds for each and every Share subscribed for by them respectively; and in every such Case the said Company shall and they are hereby empowered to sue for and recover, in any Court of Law or Equity, with full Costs, every or any such rateable Part or Share so neglected or refused to be paid, together with the Sum so forfeited as aforesaid; and in all Cases where Two or more persons shall have jointiy subscribed for or shall be jointly possessed of any One or more Share or Shares in the said Undertaking, then the said Company shall and may for the Purposes aforesaid sue all, any, or either of such Persons; and in case such Person or Persons, Body or Bodies Politic or Corporate, shall neglect or refuse to pay to such his, her or their rateable or proportionable part or Share as aforesaid, for the Space of Six Calendar Months next after the Time or respective Times appointed for payment thereof, then and in every such Case the same may be sued for and recovered by the said Company of Proprietors as last herein-before mentioned, or otherwise at the Option of the said Directors, or any Three or more of them, the Person or Persons, Body or Bodies Politic or Corporate, so neglecting or refusing to pay the same, shall forfeit all his, her, or their respective Stock or Parts and Interest in the said Undertaking and Premises, all which Forfeitures shall go to and for the Benefit of the rest of the said Proprietors, their respective Successors, Executors, Administrators, and Assigns, holding for the Time being Shares of the said Stock, in proportion to their respective Shares and Interests.

No Advantage of Forfeiture to be taken till Notice thereof is given, and the same declared at a General Meeting.

XV. Provided always, and be it further enacted, That no Advantage shall be taken of any Forfeiture of any such Stock, or of any Part thereof, until Notice in Writing of such Forfeiture shall have been previously given or left to or with the Owner or Owners of such Stock, or left at his, her, or their usual or last known Place of Abode, nor unless the same shall be declared to be forfeited at some General Meeting of the said Company, held at any Time after Six Calendar Months after such Forfeiture shall happen to be made; but that such Owner or Owners having incurred such Forfeiture as aforesaid, may at any Time previous to such General Meeting pay or

cause

cause to be paid for the Use of the said Company, and into the Hands of the Person appointed to receive the Monies due upon such Instalments, the further Sum of Twenty Pounds for every Share the Instalment on which shall have been so neglected to be paid, together with all the Monies which shall be then due upon such Instalments so neglected to be paid as aforesaid; and in case such Payments shall be so made, such Forfeiture shall be annulled, as if such Instalment had been regularly paid at the Time appointed for the Payment thereof; and such Payments when made shall be an Indemnification against all Actions, Suits, or Prosecutions whatsoever, to be commenced for Non-payment of the Sum so originally neglected to be paid as aforesaid.

No Transfer of Shares to be made until Instalments actually called for be paid.

XVI. And be it further enacted, That after any Call of such money shall have been made by the Directors as herein-before mentioned, no Person or Persons, Body or Bodies Politic or Corporate, shall sell or transfer any Share or Shares which he, she, or they shall possess in the said Undertaking, upon the Penalty of forfeiting his, her, or their respective Share or Shares therein to the said Company, in trust for the Benefit of the other Proprietors, unless he, she, or they shall, at the Time of such Sale or Transfer, have paid the whole Sum of Money which shall have been called for upon such Share or Shares so sold or transferred; and that every Transfer made contrary to this Provision shall be null and void to all Intents and Purposes whatsoever.

Subscribers dying, and their Executors not paying Instalments.

XVII. And be it further enacted, That in case any Person or Persons subscribing for or holding any Share or Shares in the said Undertaking shall die before any Call or Calls shall have been made thereon, or before the full Sum payable in respect of such Share or Shares shall have been called for, without having made Provision by Will or otherwise in Writing how the Money shall be paid upon the future Calls, then and in every such Case the Executors or Administrators of every such Person or Persons having Assets shall be chargeable in respect of such Calls as for the Debts of their Testator or Intestate; or in case the Executors or Administrators, or the Person or Persons entitled to the Personal Estate of such Testator or Intestate, shall refuse or neglect for the Space of Six Calendar Months to answer such Calls and Payments, the said Directors, or any Three of them, shall be and are hereby authorized and required to admit any other Person or Persons, or Body or Bodies Politic or Corporate, to be a Proprietor or Proprietors of the Share or Shares of such Owner or Owners so deceased, on Condition that he, she, or they so admitted do and shall, on or before such Admission, pay to the Executors, Administrators, or Successors of such deceased Owners the full Sum or Sums of Money (if any) which shall have been paid by such Owner or Owners in his, her, or their Lifetime on account of such Share or Shares.

Shares to be sold, and Produce paid to Executors, &c.

Shares how transferable.

XVIII. And be it further enacted, That it shall and may be lawful for the several Proprietors of the said Company, his, her, or their respective Executors, Administrators, or Assigns to sell any Share or Shares to which he, she, or they may be entitled therein, subject to the Rules and Conditions herein mentioned; The Transfer of which Share or Shares shall be in the Form and to the Effect following:

'I *A. B.* of in consideration of
'to be paid by *C. D.* of do hereby
'bargain, sell, assign, and transfer to the said *C. D.* one Share [*or or more Shares, as the Case
'may be*] of the Capital Stock of the *Brighthelmston* Suspension Pier Company, being Number
', to hold to the said *C. D.*, his or her Executors, Administrators, and Assigns, subject
'to the same Rules, Orders, and Restrictions, and on the same Conditions that I held the same
'immediately before the Execution hereof; and I the said *C. D.* do hereby agree to take and accept
'the said Share [*or* Shares] of the said Capital Stock, subject to the same Rules, Orders, Restrictions, and Conditions. As witness our Hands and Seals, the Day of

And on every such Sale the said Deed of Assignment or Transfer, being executed by the Seller or Sellers, and the Purchaser or Purchasers of such Share or Shares, shall be kept by the said Purchaser or Purchasers for his, her, or their Security, after the Clerk or Clerks to the said Company shall have entered in a proper Book or Books for that Purpose a Memorial of such Transfer and Sale for the use of the said Company, and have testified or indorsed the Entry of such Memorial on the said Deed of Sale or Transfer, for which no more than Two Shillings and Sixpence shall be paid for each Share so transferred, and the said Clerk or Clerks is and are hereby required to make such Entry or Memorial accordingly; and until such Memorial shall have been made and entered as above directed, such Purchaser or Purchasers shall have no Part or Share of the Profits of the said Undertaking, nor any Interest for such Share or Shares paid to him, her, or them, nor any Vote in respect thereof as Proprietor or Proprietors of the said Undertaking.

Names of Proprietors to be entered in a Book, &c.

XIX. And be it further enacted, That the said Company shall and they are hereby required to cause the Names and proper Additions of the Persons who shall be entitled to the several Shares in the said Undertaking, with the Number of Shares they are respectively entitled to hold, and also the proper Number by which every Share shall be distinguished, to be entered in a Book or Books,

to

to be kept by the Clerk or Clerks to the said Company, and after such Entry made, the said Company shall cause their Common Seal to be affixed thereto, and shall cause a Certificate or Instrument, with the Common Seal of the said Company affixed thereto, to be delivered to every Proprietor upon Demand, specifying the Shares to which he or she is entitled in the said Undertaking, every such Proprietor paying to the Clerk or Clerks to the said Company Five Shillings for every Share contained in such Certificate, (exclusive of the Stamp Duty, if any, thereon), and such Certificate or Instrument shall be admitted in all Courts whatever as Evidence of the Title of such Proprietor, his or her Executors, Administrators, or Assigns, to the Share or Shares therein specified.

Directors to appoint Treasurer and other Officers and Servants.

XX. And be it further enacted, That it shall be lawful for the Directors of the said Company to appoint a Treasurer or Treasurers, Clerk or Clerks, Collector or Collectors, Receiver or Receivers, Pier Master, and such other Officers and Servants as they shall find necessary for the Purposes of this Act, and to appoint others in their Stead, as they shall die, resign, be removed, or become incapable of discharging the Duties of their Offices respectively, taking such Security or Securities for the faithful Execution of their respective Offices as the Directors, or the Majority of them, shall from Time to Time think fit; and the said Directors shall, out of the Money to be raised by virtue of this Act, pay or allow unto such Person or Persons such Salaries, Allowances, or Recompences, yearly or otherwise, for their Time and Trouble, as to them shall seem meet and reasonable; and that it shall be lawful from Time to Time for the Directors at any Meeting, at which Three Directors at least shall be present, to remove or suspend any such Officers as aforesaid, for any reasonable and sufficient cause.

Same Person not to act as Clerk and Treasurer.

XXI. Provided always, and be it further enacted, That it shall not be lawful for the said Company to appoint the Person who may be appointed to act as their Clerk in the Execution of this Act, or the Partner of any such Clerk, the Treasurer for the Purposes of this Act, or to appoint the Person who may be appointed Treasurer, or the Partner of any such Treasurer, the Clerk to the said Company; and if any Person shall act in both Capacities of Clerk and Treasurer for the Purposes of this Act, or if any Person, being the Partner of any such Clerk, shall act as Treasurer, or being the Partner of such Treasurer, shall act as Clerk in the Execution of this Act, every Person shall, for every such Offence, forfeit and pay the Sum of Fifty Pounds to any Person or Persons who shall sue for the same, to be recovered, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

Officers to account, deliver up Papers, and pay over Balance to Directors when required.

XXII. And be it further enacted, That the said Treasurer, Pier Master, Clerk, and all other Officers or Servants to be appointed by virtue of this Act, shall at such Time, and as often as the said Directors shall order, render to them or to such Person or Persons as they shall appoint, true and perfect Accounts in Writing, of the Execution of their respective Offices, and of all Matters and Things committed to their Charge by virtue of this Act, and also of the Monies which shall have been by them respectively received by virtue and for the Purposes of this Act, and how much thereof hath been paid and disbursed, and for what Purposes, together with proper and legal Receipts or Vouchers for such Payments, and shall pay all such Monies as shall remain in their Hands to the said Directors, or to such Person or Persons as they shall appoint; and if any such Officer or Servant shall refuse or neglect to render such Account, or to produce such Receipts or Vouchers, or to make such Payments as aforesaid, or shall not deliver to the said Directors, or to such Person or Persons as they shall appoint, within Ten Days after being thereunto required by the said Directors, or by such Person or Persons so appointed, all Books, Papers, and Writings, in his or their Custody or Power, relating to the Execution of this Act, or of their respective Offices, or Duplicates thereof; then, and in either of the Cases aforesaid, the said Directors, or such Person or Persons as they shall appoint, may, and they are hereby authorized and empowered to make Complaint thereof to any Justice of the Peace for the County or Place wherein such Officer or Servant so neglecting or refusing shall be or reside; and such Justice may and is hereby authorized and required, by Warrant under his Hand and Seal, to cause such Officer or Servant to be brought before him, and upon his appearing, or not being to be found, to hear and determine the Matter of such Complaint in a summary Way; and if upon the Confession of the Party, or by Testimony of any credible Witness or Witnesses upon Oath, which Oath such Justice is hereby empowered to administer, it shall appear to such Justice that any of the Monies which shall have been collected and raised by virtue of this Act, shall be in the Hands of or shall be due from any such Officer or Servant, such Justice may, and is hereby authorized and required, upon Non-payment thereof, by Warrant under his Hand and Seal, to cause such Money to be levied upon the Goods and Chattels of such Officer or Servant; and if sufficient Goods and Chattels to pay and satisfy the said Money, and the Charges of levying the same, and of the Proceedings for the Recovery thereof, cannot be found, or if it shall appear to such Justice that such Officer or Servant hath refused or neglected to render and give such Accounts as aforesaid, or to deliver up all such Books, Papers, and Writings as aforesaid, or Duplicates thereof, then, and in any or either of the Cases aforesaid, such Justice

shall

shall commit every such Offender to the Common Gaol or House of Correction for the County, Town, or Place where he shall be or reside, there to remain without Bail or Mainprize until he shall comply with the aforesaid Direction, or make Satisfaction to the said Company; but no such Officer or Servant who shall be so committed for Want of sufficient Goods and Chattels as aforesaid only shall be detained in Prison by virtue of this Act for a longer Term than Twelve Calendar Months.

Chairman of Courts of Directors, how to be appointed, and to have the casting vote.

XXIII. And be it further enacted, That the said Directors, at their several Meetings for executing this Act, shall elect a Chairman by whom all Acts and Orders of the said Directors shall be signed in the Name and Style of the said Company; and in case of an equal Number of Votes upon any Question, including the Vote of the Chairman for the Time being, such Chairman shall have the decisive or casting Vote.

First and other General Meetings of Proprietors.

XXIV. And be it further enacted, That a General Meeting of the several Persons so as aforesaid subscribing towards carrying the said Works into Execution shall be called within Twenty-one Days next after the passing of this Act, and that such Meeting shall be held at the *Old Ship Tavern* in *Brighthelmston*, of which Meeting and the Hour thereof Ten Days Notice shall be given by Advertisement in some One Newspaper usually circulated in the said County of *Sussex*; and that such Persons so assembled shall and may authorize the Directors named in this Act to proceed to put the same in Execution; and that all subsequent meetings of the said Company shall be held at such Time and Place as shall from Time to Time be determined on at some preceding General Meeting, so that no such Meeting shall be held at less than Ten Days from the Appointment thereof; and that Notice of such respective subsequent Meetings shall be given by Advertisement in some One Newspaper usually circulated in the said County of *Sussex*, Ten Days at least, including both Days, before such intended Meetings respectively; and that all such Orders and Determinations of a General Meeting of the said Company as shall be authorized by this Act, and which shall be made by the Majority of such Votes and Proxies of the Proprietors of Shares in the Joint Stock of the said Company as shall be given at any such Meetings respectively to be holden by virtue of this Act and not otherwise, shall be binding and conclusive on all the Members of the said Company.

Annual Meetings.

XXV. And be it further enacted, That One General Meeting of the said Company shall be held on the Twenty-fourth Day of *June* in every year at the Place aforesaid, or at such other Place as may be appointed by the Directors at a General or Special Meeting; and Notice of such General Meeting so to be held shall be stuck up at least Twenty-one Days before the Day appointed for such Meeting on or near to the said Pier, and, if thought necessary by the Directors, be inserted in some One Newspaper usually circulated in the said County of *Sussex*, at which Annual Meeting Five at the least of the said Proprietors, who shall respectively be possessed of Two Shares at least in the said Pier, shall by the Majority of Votes be chosen Directors, and shall be the Directors for One whole Year then next ensuing, and shall have all the same Powers and Authorities as the Directors appointed by this Act.

Special Meetings.

XXVI. And be it further enacted, That if any Seven or more Members of the said Company of Proprietors, who shall together be Possessors of Fourteen Shares or upwards, or Three of the said Board of Directors, shall judge it necessary or expedient for carrying into Execution any of the Purposes of this Act, or for calling in question any Matter or Thing ordered by the Directors, or for inspecting the Accounts of Receipts, Payments, and Disbursements, to have an extraordinary General Meeting of the said Company called, and shall request the same to be called by Notice in Writing under their respective Hands, delivered to the Secretary, Clerk, or Treasurer of the said Company for the Time being, specifying in every such Notice the Business intended to be proceeded on at every such Meeting; then and in every such Case the said Directors or any Three or more of them shall and they are hereby authorized and required, within Ten Days after the Delivery of such Notice, to call such extraordinary Meeting, of which extraordinary Meeting Notice shall be given in Manner herein-before directed respecting ordinary Meetings, to assemble at such Place as aforesaid as they shall judge expedient within Ten Days from and after such Notice, and such Meeting shall be deemed a General Meeting of the said Company; and all Proceedings of such Meetings shall be as valid and effectual to all Intents and Purposes whatsoever as if the same had been done at Meetings called and holden in the Manner herein-before appointed.

Chairman to be appointed at a General Meeting.

XXVII. And be it further enacted, That the said Company of Proprietors, at their several Meetings to be held as aforesaid, shall and may proceed to the Election and Appointment of a Chairman, by whom all Acts, Resolutions, and Orders of the said Meetings shall be signed, in the Name and Style of the said Company; and such Chairman shall have the same Right of voting and acting as a Proxy as any other Proprietor; and he shall also, in case of an Equality of Votes upon any Question proposed or discussed, have the casting Vote, although he shall have given one or more Votes before.

Company may borrow Money not exceeding 15,000*l.*

XXVIII. And be it further enacted, That in case the said Company of Proprietors shall deem it expedient to borrow Money for the Purpose of enabling them to carry on the Works aforesaid, it shall and may be lawful to and for them and they are hereby authorized and empowered from Time

to

to Time to borrow and take up at Interest on the Credit of the Rates and Duties of the said Pier and Works, any Sum or Sums of Money which they shall deem necessary for effectuating the Purposes of this Act, not exceeding Fifteen thousand Pounds, and to mortgage, grant, bargain, and sell the Property of the said Pier and other Works and the Capital Stock therein, and the Tolls, Rents, and Duties arising or to arise to the said Company of Proprietors by virtue of this Act, (the Costs and Charges of preparing such Mortgage or Mortgages to be paid out of such Tolls, Rates, and Duties,) as a Security for any Sum or Sums of Money which shall be so borrowed, with Interest, to such Person or Persons, or to his, her, or their Trustee or Trustees, who shall advance and lend the same; which said Mortgage or Mortgages shall be made and granted under the Seal of the said Company, and in the Name and Style of the said Company, signed by the Chairman of the said Directors present at the Meeting at which the said Money shall be borrowed, or by the Clerk of the said Company, and shall be in the Form or to the Effect following; (that is to say,)

'BY virtue of an Act of Parliament made in the Third Year of the Reign of His Majesty King *George* the Fourth, intituled [*here insert the Title of this Act,*] We the *Brighthelmston* Suspension Pier Company incorporated by and under the said Act, in consideration of the Sum of advanced and paid to us by of , do hereby mortgage, grant, bargain, and sell unto the said , his Executors, Administrators, and Assigns, the aforesaid Pier and Works belonging thereto, and all and singular the Rates, Rents, and Duties payable to us by virtue of the said Act, and all our Right, Title, and Interest of, in, and to the same, to be holden by the said Executors, Administrators, and Assigns, until the said Sum of , with the legal Interest thereof, shall be fully satisfied and paid. In Witness whereof we have to these Presents caused our Common Seal to be put, the Day of .'

Which said Mortgage, in Form aforesaid, shall be valid and effectual for securing the Repayment of the Money therein mentioned.

Mortgage transferable.

XXIX. And be it further enacted, That it shall and may be lawful to and for the Person or Persons to whom any such Mortgage or Mortgages shall be made as aforesaid, and his, her, or their Executors, Administrators, or Assigns, to transfer his, her, or their Right or Interest therein to any Person or Persons, by Writing under his, her, or their Hands and Seals, which shall be in the Form and to the Effect following; (*videlicet,*)

'I of in consideration of the Sum of paid to me by of do hereby assign and transfer the Mortgage made by to me, bearing Date the Day of for securing the Sum of and Interest; and I also assign and transfer all my Right and Property therein, and to the said Sum of and Interest, to the said Executors, Administrators, and Assigns. In Witness whereof I have hereunto set my Hand and Seal, the Day of

Mortgages and Transfers thereof to be duly entered in a Book.

XXX. And be it further enacted, That such Mortgages and Transfers shall be entered, or a Memorial thereof made, in the Book or Books of the said Company, by the Clerk to the said Company of Proprietors, and there shall be indorsed thereon a Memorandum of such Entry or Memorial on Payment of Two Shillings and Sixpence; and until such Entry and Memorial be made of such Mortgages and Transfers, and such Indorsements made thereon respectively, the same shall not be valid or effectual.

Principal not to be paid off or called in without Six Months Notice.

XXXI. And be it further enacted, That in case the said Company shall be at any Time desirous of paying off and discharging any Sum or Sums of Money borrowed as aforesaid, they shall and are hereby required and directed to cause Six Calendar Months Notice in Writing, signed by their Clerk, of such their Intention, to be given to the Person or Persons entitled to receive the same, or left at his, her, or their usual Place or Places of Abode, unless such Person or Persons shall consent to receive the same without such Notice; and every Mortgagee or Assignee, his, her, or their Executors or Administrators, who shall require Payment of the Principal Sum or Sums of Money due to him, her, or them, shall give unto the Treasurer of the said Company, at any annual or special Meeting, Six Calendar Months Notice of the Day on which the same shall be required to be paid.

To compel Payment of Subscriptions.

XXXII. And be it further enacted, That the several Persons who have subscribed for and towards the said Undertaking, or who shall at any Time hereafter have or hold any Share or Shares in the same, shall and they are hereby required to pay the Sum or Sums of Money by them respectively subscribed for, or such Parts or Portions thereof as shall from Time to Time be called for, pursuant to or by virtue of the Powers and Directions of this Act, at such Times and Places, to such Person or Persons, and in such Manner as shall be ordered and directed by the Directors for the Time being; and in case any Person or Persons shall neglect or refuse to pay any such Money at such Times and in such manner as shall be ordered and directed by the Directors for the Time being as aforesaid,

it shall be lawful for the said Company to sue for and recover the same, together with lawful Interest for the same from such appointed Time of Payment, from such Person or Persons; and in all Cases where Two or more Persons shall have jointly subscribed for, or be jointly possessed of any one Share in the said Undertaking, then from all, any, or either of such Persons.

Subscribers answerable only to the Extent of Sum subscribed.

XXXIII. Provided always, and be it further enacted, That no Subscriber to or Proprietor of the said Pier, and the Works appertaining thereto, shall be Liable for any Losses, or for any Debts, Dues, or Demands, that may be set up by any Person or Persons whatsoever against the said Pier Company, or for the Consequences of any Act or Deed done by the said Pier Company, by virtue of and under the Authority of this Act, or by any individual Proprietor of the said Pier, or for any Lawsuits or Prosecutions, beyond the original Value or Amount of the Shares or Interest which such individual Proprietor may hold in the said Pier, and the Works erected and put up under the Authority of the Act.

Application of Subscriptions.

XXXIV. And be it further enacted, That the Money already subscribed and the Money to be raised under and by virtue of this Act, or a sufficient Part thereof, shall be laid out and applied in the first Place in Payment, Satisfaction, and Discharge of the Costs, Charges, and Expenses attending the obtaining and passing of this Act, and the making the proper Plans, Surveys, and Estimates, and the doing and providing of all the Matters and Things preparatory and previous thereto, and that all the Residue of such Money shall be applied and disposed of for and towards the making, carrying on, completing, and maintaining of the said Pier, Road. and other Works belonging thereto, and for other the Purposes of this Act.

Table of Rates to be made.

XXXV. And be it further enacted, That when and as soon as the said Pier, Road, and other Works shall be sufficiently completed to answer the Purposes intended by this Act, it shall be lawful for the said Directors to make out a List, Table, Rate, and Assessment of Tolls, Dues, Duties, and Payments, not exceeding those specified in the Schedule to this Act, to be paid and payable to the said *Brighthelmston* Pier Company, by, for, or in respect of Passengers and other Persons, Carriages, Horses, Cattle, Packages, Goods, Wares, Merchandize, Ships, Vessels, and Boats, specified or referred to in the said Schedule, and thereby and by this Act charged or intended to be charged respectively with such Tolls, Dues, Duties, and Payments; a Table of which Rates, Tolls, Dues, and Duties shall be provided and fixed up in some conspicuous Part of the said Pier, or other Works, in legible Characters; and that it shall and may be lawful to and for the said Company of Proprietors, or such Person or Persons as they shall appoint, and they are hereby authorized and empowered from Time to Time, and at all Times thereafter, to ask, demand, take, receive, collect, and recover such Tolls, Dues, Duties, and Payments accordingly: Provided always, that nothing in this Act contained, or in the Schedule hereunto annexed, shall subject and charge the Lords or Ladies of the Manor of *Brighthelmston* for the Time being, or their Stewards and Agents, or any other Person or Persons employed by them, going with or without Horses, Carts, or other Carriages, to or with the Payment of any Toll or Duty whatsoever, for passing and repassing over the said intended Road unto and across the Northern Point of the said intended Pier, to and from the Sea Beach at the Eastern Side thereof; provided also, that the Lords or Ladies for the Time being of the said Manor of *Brighthelmston*, and their Stewards and Agents, and all Persons employed by them, shall at all Times hereafter have a free Passage, with or without Horses, Carts, or other Carriages, and loaded or unloaded, under the said Pier, without being obstructed by the said Pier, or any Works connected therewith.

Rates shall be published.

Power to levy Rates.

Exemption from Duties of Troops in His Majesty's Service.

XXXVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend to charge His Majesty, or any other Person on His Behalf, or the Commissioners or Officers of the Customs or Excise, or the Postmaster General for the Time being, or the Persons employed by them, or the Masters or Mariners of any Transport or other Vessels in His Majesty's Service or Employ, with Payment of any of the Rates or Duties imposed by this Act for the landing or shipping of any Troops in His Majesty's Service, nor any Horses, Arms, Ammunition, or Baggage, really and *bonâ fide* the Property of His said Majesty, or to any Soldier or Soldiers whilst on Duty or Service, or the said Commissioners or Postmaster respectively, or any of them, nor the Master only of the Vessel employed in carrying the Mail to and from *Brighthelmston* aforesaid, or any Goods, Wares, or Merchandize seized as contraband, or any Articles, Matters, or Things really and *bonâ fide* the Property of His said Majesty; but if any Person or Persons shall claim and take the Benefit of any Exemption as aforesaid, without being entitled thereto, every such Person shall, for every such Offence, forfeit and pay the Sum of Five Pounds, over and above the Rates and Duties as aforesaid imposed by this Act.

Pier to be a legal Quay.

XXXVII. And be it further enacted, That the said Pier, when completed fit for Use, shall be deemed and taken to be a legal Quay, for the landing or shipping of any such Goods, Wares, or Merchandize, to or from Foreign Parts, as may now be lawfully landed or shipped at *Brighthelmston*; but so nevertheless as that the same shall not prevent or be constructed to prevent the Commissioners of His Majesty's Customs from authorizing the Use of any other Landing Place, Quay, Wharf, or Warehouse within the Parish of *Brighthelmston* as a legal Quay.

XXXVIII. And

30 GEORGII IV. *Cap.* cii.

Owners of Boats, &c. to be liable to the Tolls, and Power of Distress.

XXXVIII. And be it further enacted, That the Masters and Owners of all such Ships, Vessels, and Boats as aforesaid, shall be answerable and accountable for and liable to the due Payment and Satisfaction of the respective Tolls or Sums of Money by this Act granted, or that may at any Time hereafter be demandable under the Authority of this Act, for or in respect of all Persons, Horses, Cattle, Carriages, Goods, Wares, and Merchandize shipped or landed into or from their respective Ships, Vessels, and Boats; and if any such Master or Owner, or the Person or Persons for the Time being navigating or managing any such Ship, Vessel, or Boat, shall after Demand made thereof by the said *Brighthelmston* Pier Company, or any Collector or Collectors to be appointed by them as aforesaid, refuse to pay the same, it shall be lawful for the said Pier Company, and their Lessee and Lessees, Tenant or Tenants, and also for such Collector and Collectors, either with or without proper assistance, to stop and prevent the Passage of any such Master or Owner, or other such Person or Persons neglecting or refusing to pay the said Tolls or Rates, or any of them, or the Goods and Chattels of such Person or Persons, and to seize and distrain any Masts, Sails, Tackle, or Furniture belonging to any such Ship, or Vessel, or Boat, if a sufficient Distress can be readily found thereof; or if no sufficient Distress can be readily found and taken of any such Articles, then to seize and distrain such Ship, Vessel, or Boat, and to keep and detain the same until all such Tolls or Sums of Money then due for such Persons, Horses, Cattle, Carriages, and Goods so shipped or landed as aforesaid, together with the reasonable Expences of making such Seizure and Distress, and of keeping the same, shall be fully paid and satisfied; and in case all such Tolls, or Sums of Money for which such Seizure and Distress shall at any Time or Times be made, and the reasonable Charges for making such Seizure and Distress and of keeping the same, shall not be paid within the Space of Five Days after such Seizure and Distress shall be made, then it shall be lawful for the said *Brighthelmston* Pier Company, and their Lessee or Lessees, Tenant or Tenants, Collector or Collectors, to cause the same or any Part or Parts thereof to be appraised and sold, not earlier than Five Days after the Expiration of such Five Days, and out of the Money to arise by such Sale or Sales to deduct and retain all Tolls or Sums of Money due for or in respect of Persons, Horses, Cattle, Carriages, and Goods shipped or landed on or off the Pier aforesaid, from or into any such Ship, Vessel, or Boat, returning the Overplus (if any), and what shall remain unsold, upon Demand, to the Owners thereof.

For settling Disputes concerning the Tolls.

XXXIX. And be it further enacted, That if any Dispute shall happen about the Amount of any of the said Rates, Tolls, or Dues due, or the Charges of making, keeping, or selling any Distress, it shall be lawful for the Collector or Person distraining to retain such Distress, or the Money arising from the Sale thereof (as the Case may happen), until the Amount of the Rates, Tolls, or Dues which shall be due, and of the Charges of the Distress and Sale, and of keeping the Distress (as the Case may happen), shall be ascertained by some Justice of the Peace for the said County of *Sussex*, who, on Application made to him for that Purpose, shall examine the Matter on the Oath of the Parties or other Witness or Witnesses, and shall determine the Amount of the Rates, Tolls, or Dues which shall be due, and shall award such Costs and Charges to either Party, as to the said Justice shall appear right and proper; all which Costs and Charges shall and may be levied and recovered, in case of Nonpayment thereof forthwith, by Distress and Sale of the Goods and Chattels of the Person or Persons liable to pay the same, by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any) on Demand, after deducting the Costs and Charges of making such Distress and Sale, to the Person or Persons whose Goods and Chattels shall be so distrained and sold.

Penalties on Persons obstructing the collecting of Rates or Duties.

XL. And be it further enacted, That in case the Master, or other Person having the Rule or Command of any Vessel, Boat, Wherry, Goods, Wares or Merchandise, liable to any of the Duties imposed by this Act, or any other Person whomsoever, shall obstruct or hinder the said Company, or the Person or Persons appointed to collect the Tolls, Rates, or Duties hereby made payable, or any other Person employed or appointed by the said Company in the Collection of such Tolls, Rates, or Duties, such Master or other Person shall for every such Offence forfeit and pay any Sum not exceeding Forty Shillings, nor less than Ten Shillings.

Penalty on the Evasion of Rates.

XLI. Provided always, and be it further enacted, That if the Master or Owner of any Ship, Vessel, or Boat of whatever Denomination or Description, shall embark or disembark any Passengers, or put on board or land any Packages, Parcels, Goods, Wares, or Merchandize at or from the said Pier, without describing and accounting for the same, and paying the Duties, Rates, or Dues of the said Pier, the Master or Owner or Owners of every such Ship, Vessel, or Boat, shall be subject and liable to pay a penalty to the said Pier Company for every such Offence, upon Conviction, not exceeding Forty Shillings nor less than Ten Shillings.

Punishing Persons destroying Works or extinguishing Lights.

XLII. And be it further enacted, That all and every Person or Persons whomsoever who shall at any Time or Times hereafter wilfully or maliciously demolish or break down the said Pier, or any of the Works, or any Part or Parts thereof, or the Fence or Fences, or Buildings respectively, which shall be constructed in or which shall belong to the said Pier, or shall extinguish any Light or Lights for the lighting the said Pier, and the Ships, Vessels, or Boats resorting thereto, shall be adjudged guilty of a Misdemeanor, and the Courts by and before whom such Person or Persons shall be tried

and

and convicted shall have Power and Authority to cause such Person or Persons to be imprisoned to hard Labour for any period not exceeding Twelve Calendar Months, as the Court shall think proper.

Masters of Vessels answerable for Damages done by Crew through Neglect or Unskilfulness.

XLIII. And be it further enacted, That in case any Damage or Mischief shall be done to the Pier, or any of the Works which shall be constructed in pursuance of this Act, by any Ship, Vessel, or Boat, through the Mismanagement or Negligence of any Person having the Rule or Command of any such Ship, Vessel, or Boat, or any of the Mariners or Persons employed therein, that then every Master, Owner, or other Person having the Rule or Command of such Ship, Vessel, or Boat, shall be and is hereby made answerable and accountable to the said Company for the Amount or Value of any such Damage or Mischief; and the same, if not forthwith paid and satisfied, shall and may be recovered in such Manner as the Penalties and Forfeitures hereby imposed are in and by this Act directed to be recovered.

Directing what shall be deemed a Service of Notices, &c. on the Company.

XLIV. And be it further enacted, That in all Cases wherein it may be requisite or necessary for any Person or Persons, or Party or Parties, to serve any Notice or Notices upon the said Company, or any Writ or Writs, or other legal Proceedings, the Service upon the Clerk of the said Company, or at the Office of such Clerk, or left at his last or usual Place of Abode, or at the Office of the said Company, or in case the same respectively shall not be found or known, then Service upon any Agent, or other Officer employed by the said Company, or left at his last or usual Place of Abode, or on any One of the Directors of the said Company, or left at his last or usual Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said Company.

Directors to make Bye-Laws.

XLV. And be it further enacted, That it shall and may be lawful for the said Directors from Time to Time to make, frame, ordain, and establish, revoke, repeal, annul, or alter such Bye-Laws, Rules, Orders, and Regulations as they shall think fit, for the good Government of the said Company, and their Clerks, Treasurer, Collectors, Officers, Assistants, Servants, and others appointed or employed under or by virtue of this Act; and for the better regulating the said Pier, and the mooring and the stationing of Ships, Vessels, and Boats resorting thereto, and for the well-governing, ordering, and managing of the Officers and Crews of such Ships, Vessels, and Boats, and the Boatmen, Servants, and others employed therein or belonging thereto, and for the more safe and convenient landing and shipping of Passengers, and shipping, lading, discharging, carrying, conveying, laying, and depositing of Goods, Wares, and Merchandize, upon, to, or from the said Pier and the Places belonging thereto; and for the better governing and regulating Porters, Carters, Carmen, and others carrying Goods, or using or driving Horses, Waggons, Carts, Drays, Trucks, Sledges, or other Carriages for conveying Goods, Wares, and Merchandize, to or from the said Pier or Road; and for the managing the general Concerns of the said Company; which Bye-Laws, Rules, Orders, and Regulations shall be and remain in full force until and unless the same shall be repealed, amended, or altered from Time to Time by the Proprietors and Members of the said Company, at any Special Meeting to be held as herein-before directed, and to annex, impose, and appoint reasonable pecuniary Penalties or Forfeitures not exceeding Five Pounds for any one Offence, to be recovered in manner herein-after mentioned for the Non-observance, Non-performance, or other Breach of or Offence against any of such Bye-Laws, Rules, Orders, and Regulations; and all such Bye-Laws, Rules, Orders, and Regulations, and all Alterations thereof shall be reduced into Writing under the Common Seal of the said Company, and signed by the Clerk or Chairman, and shall be printed, and a Copy or Copies thereof shall be painted on Boards with White Letters on a Black Ground, and set up or affixed on some conspicuous Place or Building near unto or adjoining the said Pier, for the Inspection of all Persons interested therein, and shall be renewed from Time to Time as often as the same shall be defaced, obliterated, or destroyed; and all such Bye-Laws, Rules, Orders, and Regulations shall be binding upon, observed, and obeyed by all Persons whomsoever using or in any way concerned in the said Pier or Road, or any of the Works to be made, erected, or maintained by virtue of this Act, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under or in pursuance of the same, provided that such Bye-Laws, Rules, Orders, and Regulations be not inconsistent with or repugnant to the Laws of that Part of the United Kingdom called *England*, or to any of the Clauses, Provisoes, and Directions in this Act contained; and all such Bye-Laws, Rules, Orders, and Regulations shall be subject to Appeal in manner herein directed; Provided always that no such Bye-Law, Rule, or Order to be made as aforesaid, shall be valid, or have any Effect, until the same shall have been submitted to the Commissioners for the Time being acting under and by virtue of an Act of Parliament made and passed in the Fiftieth Year of the Reign of His late Majesty, and intituled *An Act to Repeal an Act made in the Thirteenth Year of His present Majesty, for paving, lighting, and cleansing the Town of* Brighthelmston *in the County of* Sussex, *and removing and preventing Nuisances and Annoyances therein; for regulating the Market; for building and repairing Groyns to render the Coast safe and commodious; for landing Coal and Culm, and laying a Duty thereon; and for making other Provisions in lieu thereof; and for regulating Weights and Measures, and building a Town Hall;* at some General or Special Meeting, and shall be approved by the Majority of such Meeting

50 G. 3. c. 38.

XLVI. Provided

30 GEORGII IV. *Cap.* cii.

If Pier not completed in Two Years, Powers to cease.

XLVI. Provided always, and be it further enacted, That in case the said intended Pier shall not have been completed and made (unless prevented by inevitable Accidents) within the Space of Two years, to be computed from the passing of this Act then, from and after the Expiration of the said Term of Two Years, all the Powers, Authorities. and Privileges given by this Act shall cease and determine, save only and except as to so much (if any) of the said intended Pier and Works as shall have been completed within the said Term, by the Justices of the Peace of the said County of *Sussex* assembled at any Quarter Sessions of the Peace to be holden in and for the said County, at any Time before the Expiration of the said Term of Two Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of One or more Witness or Witnesses upon Oath, to be produced before them for that Purpose.

Capital to be subscribed before Works begun.

XLVII. And whereas the probable Expence of making the said Pier and other Works hereby authorized to be made, will amount to the Sum of Twenty-eight thousand Pounds; and the Sum of Twenty-two thousand nine hundred Pounds, being more than Four-fifths Parts thereof, has been already subscribed by several Persons under a Contract, binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them subscribed respectively; be it further enacted, That the Whole of the said Sum of Twenty-eight thousand Pounds shall be subscribed in like Manner before any of the Powers given by this Act shall be put in force.

Penalties, how to be recovered.

XLVIII. And be it further enacted, That all Fines, Penalties, and Forfeitures by this Act inflicted or authorized to be imposed or levied (the Manner of levying and recovering whereof is not otherwise hereby particularly directed), shall be levied and recovered by Distress and Sale of the Offender's Goods and Chattels by Warrant under the Hand and Seal of any Justice of the Peace for the County, Borough, City, Riding, Division, or Place wherein such Offender shall be or reside (which Warrant or Warrants the said Justice is hereby empowered and required to grant), upon Conviction of the Offender or Offenders on his or their own Confession, or on the Information of any One or more credible Witness or Witnesses upon Oath; and such Fines, Penalties, and Forfeitures when recovered, after rendering the Overplus (if any) to the Party or Parties whose Goods and Chattels shall be distrained and sold (the Charges of such Distress and Sale being first deducted), shall (if not otherwise directed to be applied and disposed of by this Act) be paid to and belong to the said Company; and for want of sufficient Distress the said Justice is hereby empowered and required to commit the Person or Persons so convicted to the Common Gaol or other public Prison of or within the said County, Borough, City, Riding, Division, or Place, there to remain for any Time not exceeding the Space of Two Calendar Months, unless such Fine, Penalty. or Forfeiture, and all the necessary Charges attending the Recovery thereof shall be sooner paid and satisfied.

XLIX. And be it further enacted, That in all Cases where any Conviction shall be had for any Offence or Offences committed against this Act, or against any Order of Sessions, or against any Bye-Law, Rule, Orders, or Regulations made in pursuance of this Act, the Form of Conviction shall be in the Words or to the Effect following; (that is to say),

Form of Conviction.

'BE it remembered, That on this
' in the *A. B.* is
' convicted before me One of His
' Majesty's Justices of the Peace for the
' of having [*as the Offence shall be*]; and I the said
' do adjudge him, her, or them to forfeit
' and pay the Sum of
' Given under my Hand and Seal the Day and Year aforesaid.'

Distress not to be deemed unlawful for Want of Form.

L. And be it further enacted, That where any Distress shall be made for any Sum or Sums of Money to be levied by virtue of this Act, the Distress shall not be deemed unlawful, nor the Party or Parties making the same be deemed a Trespasser or Trespassers on account of any Defect in the Summons, Conviction, Warrant of Distress, or other Warrant or Proceedings relating thereto, nor shall the Party or Parties distraining be deemed a Trespasser or Trespassers *ab initio* on account of any irregularity by him or them done or committed after such Distress made or taken; but the Person or Persons aggrieved by such Irregularity shall and may recover full Satisfaction for the special damage in an Action upon the Case.

Collectors of the Rates to be competent Witnesses.

LI. And be it further enacted. That in case any Dispute, Suit, or Litigation shall arise touching or in anywise relating to the said Rates or Duties, or any of them, the Person or Persons acting by or under the Authority of the said Company of Proprietors shall not be disqualified from given Evidence in any such Dispute, Suit, or Litigation by reason of his, her, or their being appointed to collect such Rates or Duties.

Allowing an Appeal to the Quarter Sessions.

LII. And be it further enacted, That in case any Person shall think himself or herself aggrieved by any Order or Judgment, made or given in pursuance of any Bye-Law, Rule, Order, or Regulation of the said Directors or Company of Proprietors, or by any Rate, Assessment, Order, Judgment, or Determination of any Justice or Justices of the Peace relating to any Matter or Thing done in pursuance of this Act, and for which no particular Method of Relief is hereby otherwise provided,

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it shall and may be lawful for such Person to appeal to the next Quarter Sessions of the Peace, to be held for the County, District, or Place in which the Cause of Appeal shall have arisen; and after the Expiration of Twenty-one Days from the Time when the Cause of such Appeal shall have arisen, such Appellant or Appellants first giving or causing to be given Ten Days' Notice at the least, in Writing, of his, her, or their Intention to bring such Appeal, and of the Matter thereof, to the said Company, and within Four Days after such Notice entering into a Recognizance before some Justice of the Peace or other Magistrate acting within such Jurisdiction, with Two sufficient Sureties conditioned to try such Appeal, and to abide the Order and to pay such Costs as shall be awarded by the said Magistrates assembled at such General or Quarter Sessions, and upon due Proof of such Notice having been given as aforesaid, and the entering into such Recognizance, the said Magistrates of such Sessions before whom such Appeal shall be brought shall hear and finally determine the Matter of such Appeal in a summary Way, and award such Costs to the Parties appealing or appealed against as the said Justices shall think proper; and the said Justices may, if they see cause, mitigate any Fine, Penalty, or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of any such Bye-Law, Rule, Order, or Regulation, and may also award such further Satisfaction to be made to the Party injured as to them the said Justices shall seem reasonable; and the Determination of such Justices thereupon shall be final, binding, and conclusive upon all Parties.

Proceedings not to be quashed for Want of Form.

LIII. And be it further enacted, That no Verdict, Judgment, or other Proceedings touching or concerning any of the Matters aforesaid, or touching or concerning the Conviction of any Offender or Offenders against this Act, shall be quashed or vacated for Want of Form only, or be removed or removeable by Certiorari, or any other Writ or Process whatsoever, into any of His Majesty's Courts of Record at *Westminster;* any Law or Statute to the contrary thereof in anywise notwithstanding.

Notice of Actions.

LIV. Provided always, and be it enacted, That no Plaintiff or Plaintiffs shall recover in any Action to be commenced against any Person or Persons for any thing done in pursuance of this Act, unless Notice in Writing, signed by his, her, or their Attorney (specifying the Cause of Action), shall have been given to the Defendant or Defendants, at least Twenty-one Days before the same shall have been brought, nor shall the Plaintiff or Plaintiffs recover in any such Action if Tender of sufficient Amends shall have been made to him, her, or them, or to his, her, or their Attorney, by or on the Behalf of the Defendant or Defendants, before such an Action brought; but in case no Tender of Amends shall have been made, it shall and may be lawful for the Defendant or Defendants (by Leave of the Court), at any Time before Issue joined, to pay into Court such Sum or Sums of Money as he, she, or they shall think fit; whereupon such Proceedings, Orders, and Judgments shall be made and given in and by such Court as in other Actions where Defendants are allowed to pay money into Court.

Limitations of Actions.

LV. And be it further enacted, That no Action against any Person or Persons for or on account of anything done in pursuance of this Act, shall be commenced after the Expiration of Six Calendar Months next after the Cause of Action shall arise; and every such Action or Suit shall be laid or brought in the County where the Cause of Action shall have arisen and not elsewhere; and the Defendant or Defendants in all Actions or Suits so brought shall and may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the same was done in pursuance and by the Authority of this Act; and if it shall appear to have been so done, or that such Action or Suit was brought before Twenty-one Days' Notice given to the Defendant or Defendants, or after sufficient Satisfaction made or tendered as aforesaid, or after the Time limited for bringing the same as aforesaid, or shall be brought in any other County than as aforesaid, then and in every such Case the Jury shall find a Verdict for the Defendant or Defendants; and upon such Verdict, or if the Plaintiff or Plaintiffs shall be nonsuited, or suffer Discontinuance of his, her, or their Action or Suit after the Defendant or Defendants shall have appeared, or if upon Demurrer Judgment shall be given against the Plaintiff or Plaintiffs, the Defendant or Defendants shall and may recover Treble Costs, and have the like Remedy for the same as any Defendant or Defendants hath or may have for Costs of Suit in any other Cases by Law.

General Issue.

Treble Costs.

General Saving.

LVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Privilege, or Authority of the King's most Excellent Majesty, His Heirs and Successors, or to prejudice or abridge the Powers and Authorities granted to the Commissioners named or authorized under or by virtue of the Act of Parliament passed in the Fiftieth Year of the Reign of His late Majesty King *George* the Third, herein-before mentioned or referred to, or of the Lords or Ladies of the Manor of *Brighthelmston* for the Time being, or of any Bodies Politic and Corporate, or other Person or Persons whomsoever, his, her, or their Heirs, Successors, Executors, and Administrators, other than and except those meant and intended to be barred and regulated by this Act.

Public Act.

LVII. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be *judicially* taken Notice of as such by all Judges, Justices, and others, without being *specially pleaded.*

The

The SCHEDULE referred to by this Act.

	£	s.	d.
For every Passenger or other Person who shall land on the said Pier from, or embark from it on board of any Ship, Vessel, Packet, or Passage Boat. not being Boats, or Vessels used for Pleasure only, for each and every Time, any Sum not exceeding - -	0	2	0
For every Person who shall land on the said Pier from, or embark from it on board of any Boat or Vessel used for Pleasure only, for each and every Time, any Sum not exceeding-	0	0	6
For every Person who shall use the said Pier, or the said Road connected therewith, for the Purpose of walking for Exercise, Pleasure, or any other Purpose, except for embarking or disembarking, for each and every Time, any Sum not exceeding - -	0	0	2
For every Four-wheel Carriage which shall be drawn upon the said Road or Pier (not being landed or embarked therefrom), if drawn by four or more Horses, any Sum not exceeding	0	1	6
For d° drawn by Two or Three Horses, any Sum not exceeding - - -	0	1	0
For d° d° One Horse, any Sum not exceeding - - - - -	0	0	6
For every Two-wheel Carriage which shall be drawn upon the said Road or Pier (not being landed thereon or embarked therefrom), if drawn by more than One Horse, any Sum not exceeding - - - - - - - -	0	0	9
For d° if drawn by One Horse, any Sum not exceeding - - - -	0	0	6
For every Four-wheel Carriage drawn upon the said Road or Pier (not being landed thereon or embarked therefrom), if drawn by Two or more Mules or Asses, any Sum not exceeding	0	1	3
For every Four, Three, or Two-wheel Carriage drawn upon the said Road or Pier (not being landed thereon or embarked therefrom), if drawn by One Mule or Ass, any Sum not exceeding - - - - - - - -	0	0	9
For every Horse used for riding, or any other Purpose, except for Draught, on the said Road or Pier, not being landed thereon or embarked therefrom, any Sum not exceeding	0	0	3
And for every Mule or Ass, d° d° - - - - - -	0	0	2
For every Four-wheel Carriage embarked from, or disembarked upon, the said Pier, any Sum not exceeding - - - - - - - -	3	10	0
For every Two-wheel Carriage, d° d° - - - - - -	2	10	0
For every Horse, d° d° - - - - - - -	1	10	0
For every Mule or Ass, d° d° - - - - - - -	0	5	0
For every Dog, d° d° - - - - - - -	0	2	6
For every Bull, Cow, Ox, or Calf, d° d° - - - - - -	0	2	6
For every Hog or Pig, d° d° - - - - - - -	0	2	6
For every Score of Sheep, d° d° - - - - - -	0	1	2
If less than a Score, then per head, any Sum not exceeding - - - -	0	0	1
For every Score of Lambs, d° d° - - - - - -	0	1	2
If less than a Score, then per head, any Sum not exceeding - - - -	0	0	1
For every Trunk. Portmanteau, Box, Parcel, or other Package, falling within the Description of Luggage, that shall be landed upon, or embarked from, the said Pier, and that shall not exceed the Weight of 7lbs. for each Article, any Sum not exceeding - -	0	0	1
For d° that shall exceed the Weight of 7lbs. for every lb. any Sum not exceeding - -	0	0	0½
For all Goods, Wares, or Merchandize, of whatever Description, not falling under the Denomination of Luggage, that shall be landed upon, or embarked from, the said Pier, the Rates and Duties following, viz.			
If the Measure of such Goods, Wares, or Merchandize, after the Rate of 40 Cubic Feet in Measure for one Ton in Weight, shall exceed the Weight, then for every such Ton Measure,			

	£	s.	d.
Measure, and so in Proportion for any Quantity more or less than a Ton Measure, provided the same exceed 5 Cwt. the Duty or Rate per Ton Measure of any Sum not exceeding - - - - - - - - - -	3	10	0
But if the Measure of such Goods, Wares. or Merchandize after the Rate aforesaid, shall be less than the Weight, then for every Ton Weight, and so in Proportion for any Quantity more or less than a Ton Weight, provided the same exceed 5 Cwt. the Duty or Rate per Ton Weight of any Sum not exceeding - - - - - - - -	2	6	8
But if such Goods, Wares, or Merchandize, shall not exceed 5 Cwt., then at the Rate per Cwt., and so in Proportion for any Quantity more or less than 1 Cwt., the Rate or Duty per Cwt. of any Sum not exceeding - - - - - - - -	0	6	8
For every Ship or Vessel, Packet or Passage Boat, exceeding 10 Tons Burthen, that shall come alongside of, and have Communication with the said Pier, for the Purpose of landing or embarking Passengers, Horses, Cattle, or Carriages, or landing or taking on board Goods, Packages, Wares, or Merchandize, a Rate or Duty per Ton of any Sum not exceeding	0	1	0
For every Boat or Vessel of less than 10 Ton Burthen that shall come alongside of, and have Communication with the said Pier, for the Purpose of landing or embarking thereon or therefrom any Persons, Packages, Goods, Wares, or Merchandize, any sum not exceeding	0	10	0

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's most Excellent Majesty. 1824.

The Deed of Mortgage,

JUNE 25, 1824.

By virtue of an Act of Parliament made in the third year of the Reign of His Majesty, King George the Fourth, intituled "An Act for erecting and maintaining a Chain Pier and other works connected therewith at the Town of Brighthelmston in the County of Sussex."

We the BRIGHTHELMSTON SUSPENSION PIER COMPANY incorporated by and under the said Act in consideration of the sum of ONE THOUSAND POUNDS advanced and paid to us by JOHN HALL, THOMAS WEST, and JOHN HAMLIN BORRER all of Brighthelmston aforesaid, Bankers and Copartners DO hereby Mortgage grant bargain and sell unto the said JOHN HALL THOMAS WEST and JOHN HAMLIN BORRER their Executors Administrators and Assigns the aforesaid Pier and works belonging thereto. AND all and singular the rates rents and duties payable to us by virtue of the said Act. AND all our right title and interest of in and to the same to be holden by the said JOHN HALL THOMAS WEST and JOHN HAMLIN BORRER their Executors Administrators and Assigns until the said sum of One thousand pounds with the legal interest thereof shall be fully satisfied and paid.

In Witness whereof we have to these presents caused our Common Seal to be put the twenty-fifth day of June One thousand eight hundred and twenty-four.

THOMAS WEST,
Chairman. (LS)

Entered pursuant to
Act of Parliament,
FREDK. COOPER,
Clerk.

The Receipt for Repayment of Mortgage.

We the undersigned John Hall Thomas West and John Hamlin Borrer DO acknowledge that the Principal sum of One thousand pounds and all interest due thereon has been paid to us.

Dated this twentieth day of October One thousand eight hundred and twenty-eight.

J. H. BORRER,
for self,
JOHN HALL & THOS. WEST.

Witness
EDWD. CORNFORD,
Clerk to
MR. COOPER,
Solr., Brighton.

The Second Grant of the Site of the Pier by the Lords of the Manor.

Manor of Brighton.

A SPECIAL COURT BARON of CHARLES SCRASE DICKINS, Esquire, and THOMAS WISDEN, Esquire, Lords of that part of the said Manor of which no division was made in the cause of Sparrow and Friend, there holden the Third day of November, One Thousand Eight Hundred and Fifty-Nine, before JAMES WARNES HOWLETT, Gentleman, Deputy Steward of Thomas Attree, Gentleman, Steward to the said Charles Scrase Dickins, and GEORGE FAITHFULL, Gentleman. Steward to the said Thomas Wisden.

Reeve: SAMUEL SAUNDERS, Appears.

Homage, { EDWIN THUNDER, WILLIAM SHELLEY, } Sworn.

Whereas at a General Court Baron held for the said undivided part of the said Manor on the Sixteenth day of August One Thousand Eight Hundred and Fifty-Three the Homage presented that Samuel Brown late a Commander in Her Majesty's Navy who held to him and his heirs by Copy of Court Roll at the Will of the Lords according to the custom of the said Manor subject to a certain proviso or restriction particularly set forth in the grant of the pieces of land and hereditaments hereinafter described made to the same Samuel Brown at a General Court Baron holden on the Fifteenth day of May One Thousand Eight Hundred and Twenty-Two ALL that piece of land late part of the Waste of the said Manor situate below the Cliff on the South side of the New Steine in Brighton aforesaid containing in width from East to West adjoining the said Cliff seventy feet and extending Southward from the said Cliff to Low Water Mark at the lowest Spring tides and contracting Southward to the dimensions specified in the plan drawn in the Court Rolls of the said Manor on the entry of the said Grant and which said Grant was stated to be for the purpose of setting up and erecting a Chain Pier of Suspension according to certain Plans or Designs made by the said Samuel Brown together with liberty to drive into the ground or otherwise fix such piles posts and standards at such places on the said beach above the said low water mark and within one hundred and fifty feet of each side of the said intended Pier as should be from time to time assigned by the Lords of the said Manor or their Stewards for the time being by any writing under their hands to be recorded in the Court Books of the said Manor for the purpose of fixing and supporting Cable Chains and Booms to prevent Ships and Vessels from running upon or coming in contact with the said intended Pier. AND also all that piece of land late other part of the Waste of the said Manor also situate below the Cliff extending from the North West end of the piece of land before mentioned to the East side of the Gap leading to the Beach at the South end of the Old Steyne and containing in width at the East end thirty feet and at the West end thirty feet the South side forming a line as described in the said plan for the purpose of making a road and promenade to the said intended Pier AND also all that other piece of land twenty-five feet square adjoining to the South end of the secondly described place of land and which in the said Grant was stated to be for the purpose of erecting a Lodge not exceeding in height the level of the road on the Marine Parade subject to the rights of the Lords and Ladies of the said Manor for the time being and their Stewards and Agents and all persons employed by them of the full and free liberty of carriage way and passage over the road intended to be made on the secondly described piece of land and from thence over the Northern end of the said first described piece of land to the Beach beyond it and also under the said intended Pier lately died seized thereof. UPON which there happened to the Lords for a heriot sixpence of certain. AND at that Court the first Proclamation was made for anyone to claim the said premises but no one appearing the second Proclamation was ordered to be made at the next General Court AND whereas at a General Court Baron held for the said undivided part of the said Manor on the sixteenth day of February One thousand eight hundred and fifty four the second Proclamation was made for anyone to claim the Copyhold premises of which the said Samuel Brown died seized but no one appearing the third Proclamation was ordered to be made at the next General Court AND whereas at a General Court Baron held for the said undivided part of the said Manor on the twentieth day of December One thousand eight hundred and fifty eight the third Proclamation was made for anyone to claim the said premises of which the

said Samuel Brown died seized but no one appearing the said premises were declared to be by law and the custom of this Manor forfeited to the Lords for want of a tenant.

NOW at this Court comes Samuel Saunders Bailiff of this Manor and saith that in pursuance of a Warrant under the hands of the Stewards of the said Manor bearing date the third day of November instant commanding him to enter into and upon the said pieces of land and premises of which the said Samuel Brown died seized as aforesaid and to seize the same into the hands of the Lords for want of a tenant he the said Samuel Saunders hath entered into and upon the said pieces of land and premises with the appurtenances and seized the said premises into the hands of the Lords as he was commanded. AND thereupon to this Court comes John Nicholas Payne of Angel Court Throgmorton Street in the City of London Esquire by James Albert Freeman Gentleman his Attorney duly authorised and humbly prays the favor of the Lords to grant to him the said pieces of land and premises with the appurtenances TO which said John Nicholas Payne by his said Attorney the Lords of this Manor by their Stewards aforesaid of their special grace and favor and with the consent of the Homage do grant All and singular the said pieces of land and premises of which the said Samuel Brown died seized as aforesaid TO hold the said pieces of land and premises with the appurtenances unto the said John Nicholas Payne his heirs and assigns subject as aforesaid and also subject to the Proviso after mentioned by Copy of Court Roll at the Will of the Lords according to the custom of the said Manor by the yearly rent of sixpence payable at Michaelmas by the payment of sixpence for a heriot certain on the death of every tenant dying seized of the said premises AND on every Surrender made thereof and also by the payment of sixpence for a fine certain on every admission thereto and by fealty suit of Court and such other customs and services as are due and of right accustomed to be done and performed by the other Copyhold Tenants of the said Manor PROVIDED always that if the said John Nicholas Payne his heirs or assigns or any person or persons employed by him or them or any of them or acting under any power or authority derived from him them or any of them or from or under any Act of Parliament shall set up or erect or permit or suffer to be set up or erected any erection or building upon any part of the said pieces of land other than and except the Pier of Suspension now being thereon and the Column thereof and the Arches and Walls forming the Road or way thereto and such other works as may be necessary for securing the same. AND also other than and except an office for the Secretary and a lodge for the Collector in front of the said Pier. AND an entrance gate to the said Road and Lodge thereto such lodge not exceeding in height the level of the road on the Marine Parade and the other erections now existing on the said land and premises without the consent in writing of the Lords of the said Manor or of their Stewards for the time being to be recorded in the said Court Books or shall make any deviation in any of the said works erections or buildings from the plan annexed to the said grant of the said pieces of land and premises made to the said Samuel Brown on the fifteenth day of May One thousand eight hundred and twenty two without such consent in writing as aforesaid or shall permit or suffer any thing that may be a nuisance to the neighbourhood to be and remain on the said pieces of land for one month after notice from the Lords of the said Manor for the time being or their Stewards to remove the same then and many of the said cases the grant now made shall be void to all intents and purposes whatsoever AND the said John Nicholas Payne is admitted Tenant in the person of his said Attorney and in form aforesaid hath seizen by the rod and pays to the Lords for a fine on such his admission sixpence. AND his fealty is respited and so forth.

THO. ATTREE Stew$^{d.}$

GEORGE FAITHFULL Steward.

The Third Grant of the Site of the Pier by the Lords of the Manor.

Manor of Brighton

(Undivided Part) 23rd July, 1891.

Be it remembered that out of Court to wit on the Twenty-third day of July One thousand eight hundred and ninety one Before me James Warnes Howlett Gentleman Joint Steward with George Faithfull Gentleman Stewards of the said Manor comes Henry Buckler of Warlingham in the County of Surrey Gentleman by William Thomas Barnard his Attorney duly authorized and presents that John Nicholas Payne of Angel Court Throgmorton Street in the City of London Stockbroker who held to him and his heirs by copy of Court Roll ALL that piece of land late part of the Waste of the said Manor situate below the Cliff on the South side of the New Steine in Brighton aforesaid containing in width from East to West adjoining the said Cliff Seventy feet and extending Southward from the said Cliff to low water mark at the lowest Spring tides and contracting southward to the dimensions specified in the Plan drawn in the Court Rolls of the said Manor on the entry of the said Grant and which said Grant was stated to be for the purpose of setting up and erecting a Chain Pier of Suspension according to certain plans or designs made by Samuel Brown together with liberty to drive into the ground or otherwise fix such piles posts and standards at such places on the said beach above the said low water mark and within One hundred and fifty feet of each side of the said intended Pier as should be from time to time assigned by the Lords of the said Manor or their Stewards for the time being by any writing under their hands to be recorded in the Court Books of the said Manor for the purpose of fixing and supporting Cable Chains and Booms to prevent Ships and vessels from running upon or coming in contact with the said intended Pier AND also All that piece of land late other part of the Waste of the said Manor also situate below the Cliff extending from the North West end of the piece of land before mentioned to the East side of the Gap leading to the Beach at the South end of the Old Steyne and containing in width at the East end Thirty feet and at the West end Thirty feet the South side forming a line as described in the said Plan for the purpose of making a road and promenade to the said intended Pier AND also All that other piece of land Twenty five feet square adjoining to the South end of the secondly described piece of land and which in the said Grant was stated to be for the purpose of erecting a Lodge not exceeding in height the level of the road on the Marine Parade subject to the rights of the Lords and Ladies of the said Manor for the time being and their Stewards and Agents and all persons employed by them of the full and free liberty of carriage way and passage over the road intended to be made on the secondly described piece of land and from thence over the Northern end of the said first described piece of land to the Beach beyond it and also under the said intended Pier lately died seized thereof Upon which there happened to the Lords for a heriot sixpence of certain AND the said Henry Buckler by his said Attorney produces to the said Steward a Copy of the last Will and Testament of the said John Nicholas Payne which Will bears date the Twenty fifth day of October One thousand eight hundred and seventy five and was (with a Codicil thereto not affecting the said premises) proved in the Principal Registry of Her Majesty's Court of Probate on the Twenty second day of August One thousand eight hundred and seventy nine AND by which Will the said John Nicholas Payne after giving divers legacies and bequests gave and bequeathed all the rest residue and remainder of his property of whatever nature and kind soever to his sister Jane Buckler to and for her sole use and benefit AND the said Henry Buckler by his said Attorney presents that the said Jane Buckler died intestate on the Eighteenth day of April One thousand eight hundred and eighty four without ever having been admitted to the hereditaments and premises of which the said John Nicholas Payne died seized leaving Alexander Buckler her youngest son and customary heir AND the said Henry Buckler by his said Attorney further presents that the said Alexander Buckler died on the Tenth day of September One thousand eight hundred and eighty four unmarried and intestate and without ever having been admitted to the hereditaments and premises leaving the said Henry Buckler his father and customary heir AND thereupon the said Henry Buckler by his said Attorney prays to be admitted to the hereditaments and premises of which the said John Nicholas Payne died seized as aforesaid as his right and inheritance TO which said Henry Buckler by his said Attorney the Lords of the said Manor by their Joint Steward aforesaid doth grant and deliver seizen of the said hereditaments and premises by the rod To hold the said hereditaments and premises with the appurtenances unto the said Henry Buckler his heirs and assigns by Copy of Court Roll at the will of the Lords according to the custom of the said Manor by the rents fines suits and services before due and of right accustomed AND he is admitted Tenant in the person by his said Attorney in form aforesaid hath seizen by the rod and pays to the Lords for a fine on such his admission sixpence of certain AND his fealty is respited and so forth.

Examined G. S. GODFREE
Deputy Steward.

The Deed of the Enfranchisement of the Pier.

This Indenture made the 21st day of September 1891 BETWEEN CHARLES ROBERT SCRASE DICKINS of Coolhurst in the County of Sussex Esquire of the 1st part WILLIAM PARK DICKINS of Lincoln's Inn in the County of Middlesex Esquire and THE HONOURABLE and RIGHT REVD. ALWYNE COMPTON otherwise Lord Alwyne Compton Lord Bishop of Ely of the 2nd part THOMAS FAULCONER WISDEN of Broadwater in the said County of Sussex of the 3rd part and HENRY BUCKLER of Warlingham in the County of Surrey Gentleman of the 4th part.

Whereas the said C. R. Scrase Dickins is tenant for life of one undivided moiety of that part of the Manor of Brighthelmston otherwise Brighton in the said County of Sussex of which no division was made in the Cause of Sparrow against Friend and the said Wm. Park Dickins and Lord Alwyne Compton Bishop of Ely are the present and acting Trustees of the settlement of such moiety for purposes of the Settled Land Act 1882 AND the said Thos. Faulconer Wisden is seized to him and his heirs of the other undivided moiety of the said Manor.

And Whereas the said Henry Buckler is seized to him and his heirs for an estate of inheritance in possession by Copy of Court Roll according to the custom of the said undivided part of the said Manor of Brighthelmston otherwise Brighton of the tenements and hereditaments hereinafter described and intended to be hereby enfranchised.

And Whereas the said C. R. Scrase Dickins (with the consent of the said Wm. Park Dickins and Lord Alwyne Compton Bishop of Ely) and the said Thos. Faulconer Wisden have agreed with the said Henry Buckler for the enfranchisement to him of the said tenements and hereditaments for the sum of £125 to be paid one moiety to the said Wm. Park Dickens and Lord Alwyne Compton Bishop of Ely and the other moiety to the said Thos. Faulconer Wisden.

Now this Indenture Witnesseth that in pursuance of the said Agreement and in consideration of the sum of £62 10s. 0d. on the execution of these presents paid at the request and by the direction of the said C. R. Scrase Dickins to the said Wm. Park Dickins and Lord Alwyne Compton Bishop of Ely as Trustees of the Settlement and of the sum of £62 10s. 0d. also on the execution of these presents paid to the said Thos. Faulconer Wisden by the said Henry Buckler the receipt of which respective sums of £62 10s. 0d. each the said Wm. Park Dickins and Lord Alwyne Compton Bishop of Ely and the said Thos. F. Wisden hereby respectively acknowledge HE the said Chas. Robt. Scrase Dickins as to one undivided moiety of the lands hereinafter described as beneficial owner doth hereby grant release and enfranchise and the said T. F. Wisden as to the other undivided moiety in the said lands as beneficial owner doth hereby grant release and enfranchise unto the said Henry Buckler his heirs and assigns ALL that piece of land late part of the Waste of the said Manor situate below the Cliff on the South side of the New Steine in Brighton aforesaid containing in width from East to West adjoining the said Cliff 70 feet and extending southward from the said Cliff to low water mark at the lowest spring tides and contracting southward to the dimensions specified in the Plan drawn in the Court Rolls of the said Manor on the entry of the Grant of the said land on the 15th day of May 1822 and which said Grant was stated to be for the purpose of setting up and erecting a Chain Pier of Suspension according to certain plans or designs made by Samuel Brown together with liberty to drive into the ground or otherwise fix such piles posts and standards at such places on the said Beach above the said Low water mark and within 150 feet of each side of the said intended Pier as should be from time to time assigned by the Lords of the said Manor or their Stewards for the time being by any writing under their hands to be recorded in the Court Books of the said Manor for the purpose of fixing and supporting Cable Chains and Booms to prevent Ships and Vessels from running upon or coming in contact with the said intended Pier AND also All that piece of land late other part of the waste of the said Manor also situate below the Cliff extending from the North-West end of the piece of land before mentioned to the East side of the Gap leading to the Beach at the South end of the Old Steyne and containing in width at the East end 30 feet and at the West end 30 feet the South side forming a line as described in the said Plan for the purpose of making a road and promenade to the said intended Pier AND also All that other piece of land 25 feet square adjoining to the South end of the secondly described piece of land and which in the said Grant was stated to be for the purpose of erecting a lodge not exceeding in height the level of the road on the Marine Parade subject to the rights of the Lords and Ladies of the said Manor for the time being and their Stewards and Agents and all persons employed by

them of the full and free liberty of carriage way and passage over the road then intended to be made on the secondly described piece of land and from thence over the Northern end of the said first described piece of land to the Beach beyond it and also under the said intended Pier SO in Admission to which premises the said Henry Buckler was admitted tenant according to the custom of the said Manor on the 23rd day of July 1891 Together with all buildings and appurtenances to the same tenements and hereditaments belonging or appertaining TO HOLD the said hereditaments and premises Unto and To the use of the said Henry Buckler his heirs and assigns for ever freed and discharged from the Copyhold tenure thereof and from the conditions and restrictions contained in the original Grant thereof dated the 15th day of May 1822 and from the rents fines heriots suits and services therefore due and of right accustomed AND the said Chas. Robt. Scrase Dickins as to the documents in the 1st Schedule hereunder written and the said Thos. Faulconer Wisden as to the documents in the 2nd Schedule hereunder written hereby acknowlege the right of the said Henry Buckler to production of the documents in the said Schedules hereto respectively and to delivery of copies thereof and hereby undertake for the safe custody thereof.

In Witness &c.

THE 1ST SCHEDULE hereinbefore referred to.

Indentures of Lease and Release of these dates the latter made between Chas. Scrase Dickins the Elder Esquire of the 1st part Chas. Scrase Dickins the younger Esquire of the 2nd part Wm. Ellis Gentleman of the 3rd part John Cæsar Gentleman of the 4th part and Wm. Attree Surgeon of the 5th part. — 12th and 13th October, 1815.

Exemplification of Recovery in pursuance of the last mentioned Indentures. — Michaelmas Term, 56 George 3rd.

Indenture of this date between Chas. Scrase Dickins Esquire of the one part and Thomas Attree Esquire of the other part. — 23rd June, 1855.

THE 2ND SCHEDULE hereinbefore referred to.

Indenture between Thomas Read Kemp and Frances his Wife of the one part and George Hoper of the other part. — 24th April, 1822.

Indentures of Fine between George Hoper Plaintiff and Thomas Read Kemp and Frances his Wife Deforciants. — Easter Term, 3rd George 4th.

Indenture of Release between T. R. Kemp of the one part and Avery Roberts of the other part. — 27th April, 1842

Indenture of Release between Avery Roberts of the 1st part Charles John Vigors Hervey of the 2nd part and Henry Faithfull of the 3rd part. — 8th December, 1847.

Indenture between Chas. John Vigors Hervey of the 1st part Thomas Wisden of the 2nd part and George Faithfull the younger of the 3rd part. — 11th February, 1853.

Signed, Sealed, and Delivered by the above-named CHARLES ROBERT SCRASE DICKINS, in the presence of } CHARLES ROBERT SCRASE DICKINS. (LS)

SAMUEL RICHARD HONEYWILL,
Coolhurst, Horsham,
Domestic Servant.

Signed, Sealed, and Delivered by the above-named WILLIAM PARK DICKINS, in the presence of } WM. PARK DICKINS. (LS)

W. G. DICKINS,
Cherington, Shipston-on-Stour,
Esquire.

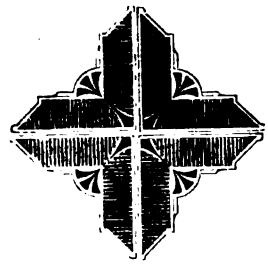
Signed, Sealed, and Delivered by the above-named LORD ALWYNE COMPTON, in the presence of } ALWYNE, ELY. (LS)

G. R. BULLWELL WEBSTER,
Clerk,
The Palace, Ely.

Signed, Sealed, and Delivered by the above-named THOMAS FAULCONER WISDEN, in the presence of } T. F. WISDEN. (LS)

ROBERT WOOD,
Broadwater, Worthing.

J. G. BISHOP, Printer, "Herald" Office, Brighton.



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